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The Solicitors' Journal and Weekly Reporter.

(ESTABLISHED IN 1857.)
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Current Topics.

The Lord Chief Justice.

EVERYONE WILL regret to hear that the Lord Chief Justice had not, at the opening of the sittings, completely recovered from the effects of his attack at Newcastle in February last. His medical advisers would not allow him to sit in court on the first day of the present sittings; and we understand that the arguments in *Roberts v. Gray* took place at his house, but it was stated that judgment in the case would be delivered in court on Tuesday next. It may be hoped, therefore, that the Lord Chief Justice will be able to take his seat on Monday in the Court of Criminal Appeal.

The Chairmen of District Wages Boards.

THE TENDENCY to resort to lawyers as chairmen of boards in consequence of the impression that fairness and reasonableness are the natural results of a legal training, to which we recently referred, has been rather strikingly manifested in the selection of the chairmen of the joint district boards which are to fix the minimum wage under the Minimum Wage Act. The chairmen already agreed to or appointed by the Board of Trade include Sir ROBERT ROMER and Lord MERSEY; and among county court judges, Judges LINDLEY, BRADBURY, and AUSTIN; and among King's Counsel, Sir EDWARD CLARKE, Mr. STANGER, Mr. A. A. HUDSON, and Mr. B. F. WILLIAMS.

A New Edition of the Revised Statutes.

WE UNDERSTAND that arrangements have been made for the preparation and publication of a new edition of the Revised Statutes brought down to the present day. It will be remembered that the Statute Law Committee was formed in July, 1868, by the then Lord Chancellor, the late Earl CAIRNS. This committee, in the course of the seventeen years intervening between 1868 and 1885 inclusive, caused to be prepared and published a revised edition of the Statutes brought down to 1873. A second edition, with the omissions rendered necessary

by subsequent legislation, was published in 1889, and a further edition has now become necessary. Every edition is, of course, subject to the disadvantage that it becomes less accurate every year, as new legislation makes its appearance. The labour in preparing a revised edition of the Statutes is heavy, and involves not only great care in examining the new Statutes with their schedules of repeals, but also an examination of new Rules of Court made under the authority of the Judicature Acts. And it must, we think, require a more than ordinary knowledge of the law affected by these statutes and rules to determine whether there has been any and what implied repeal of enactments which remain untouched in the last edition published by the committee.

The Cause Lists.

THE LISTS of causes in the various courts (with the exception of certain lists of the King's Bench Division) were issued too late to be noticed last week. It is strange that the early issue of the Chancery Cause Lists for the Hilary Sittings, which took place at those sittings, has not been imitated before the present sittings. It would be interesting to know the process through which the various lists pass in the course of compilation, and why it is, for instance, that the Appeal List is usually behindhand. This last mentioned list for the present sittings indicates an effort on the part of the judges to clear off their paper. They began in January with 207 appeals, including forty-seven Workmen's Compensation Appeals, and, notwithstanding the new appeals set down, they commenced the present sittings with only 160 appeals, including ten Workmen's Compensation cases. A year ago there were 175 appeals. The Chancery Cause Lists remain singularly constant. At the commencement of the Hilary Sittings there were 327 causes and matters, and forty-two companies' (winding up) matters for hearing. There are now 314 causes and matters, and thirty-six companies' (winding up) matters. Both lists include thirty-six actions by Lever Brothers (Limited) and Benjamin Brooke & Co. (Limited), which have now devolved from Mr. Justice JOYCE to Mr. Justice EVE and "stand over for a day to be fixed." The King's Bench lists shew an aggregate of 694 causes as against 599 at the commencement of the Hilary Sittings, and 491 a year ago. It would seem that if the arrears in this Division are to be successfully grappled with, there must be an appointment of at least one new judge in the place of the two departed judges.

The Position of Judges under the Government of Ireland Bill.

THE GOVERNMENT of Ireland Bill, which was issued on Wednesday last, contains, under the somewhat singular heading of "Provisions as to Judicial Power," the regulations as to the appointment and tenure of office of superior court and county court judges under the new Government. They are to be appointed (clause 27) by the Lord Lieutenant, who, it will be remembered, in the exercise of his executive power, is to be advised (clause 4 (5)), by the "Irish Ministers"; and they are to hold office until an address for their removal is presented by both Houses of the Irish Parliament. Nothing appears to be said as to the number of judges or of courts to be ultimately provided, or as to the salaries to be assigned to new judges on their appointment, but it is provided that during his continuance in office the salary of a judge shall not be diminished, or his right to pension altered, without his consent. The appeal to the House of Lords is to cease (clause 28), and all appeals from decisions of the Irish judges are to be to the Judicial Committee of the Privy Council, which is to be composed of not less than four Lords of Appeal, one of whom at least is, or has been, a judge of the Supreme Court of Ireland. Constitutional questions, such as the question whether any Irish Act or Bill is beyond the powers of the Irish Parliament, may, if the Lord Lieutenant or Secretary of State think it expedient in the public interest, be referred to the decision of the Judicial Committee of the Privy Council, which is thus given a power corresponding to some extent with that of the United States Supreme Court. Upon the hearing of the question such persons as the Judicial Committee shall consider to be inter-

ested may be allowed to appear, and be heard as parties. And in the case of a judgment of the Irish Court of Appeal, involving the decision of any question as to the validity of any law made by the Irish Parliament, an appeal is to lie to the King in Council, but only by leave of the Court of Appeal or the King. It will be seen that the right of appeal on constitutional questions is cut down to narrow limits. As regards now existing Irish Supreme Court judges, and now existing county court judges, they are to retain their present right as to irremovability, and are to receive the same salaries and pensions, and to perform the same duties as at present. We shall be surprised if it is not found necessary to amend and supplement these somewhat bald and imperfect provisions.

Special Agreements as to Costs.

PREVIOUSLY TO the Solicitors Act, 1870, a solicitor's remuneration depended on the scale for the time being allowed on taxation, and though an agreement to take less than the scale was binding on the solicitor, an agreement that he should be remunerated by a lump sum or in some other special manner was not binding on the client: *Re Newman* (30 Beav. 196). And apart from this, champerty—that is, an agreement that the solicitor should be remunerated by a share of the property recovered—was prohibited: see *Re A Solicitor* (1912, 1 K. B., p. 312). The Act of 1870, by section 4, expressly empowered solicitors to make agreements, both as to contentious and non-contentious business, for payment by a lump sum, commission, salary, or otherwise; but the agreement must be in writing, and, if it relates to contentious business, must be allowed by a taxing master. As to non-contentious business, the section is replaced by the Solicitors' Remuneration Act, 1881 (see s. 9). By section 5 of the Act of 1870, a special agreement is not to affect the rights or liabilities of third parties as to costs, save that the client cannot recover from a third party, under an order for payment of costs, more than the amount payable by himself to his solicitor under the agreement; and section 11 provides that the Act shall not validate (1) a purchase by the solicitor of any part of his client's interest in the suit; or (2) any agreement by which the solicitor stipulates for payment only in the event of success. The first branch of this section preserves the old rule against champertous agreements, and, notwithstanding the reference to commission in section 4, such a mode of remuneration is still prohibited in contentious business: *Re Attorneys and Solicitors Act, 1870* (1 Ch. D. 573). Probably the word was introduced in the section with a view to non-contentious business. And the fact that a champertous agreement is still illegal is emphasized both by *Re A Solicitor* (*supra*), and by the recent decision of DARLING, J., in *Danzey v. Metropolitan Bank of England and Wales* (Times, March 20th). Moreover, as the learned judge held in the latter case, if, in addition to entering into such an agreement, the solicitor takes up the action when there is no reasonable chance of success, in the hope that the defendant will settle rather than fight, and such hope is disappointed, he becomes liable to pay the defendant's costs.

Speculative Actions.

BUT ALTHOUGH, under particular circumstances, the failure of a speculative action may make the solicitor liable for costs, this by no means necessarily follows, nor, it seems, does section 11 of the Act of 1870 invalidate an agreement by which the solicitor is to receive no costs if the action fails. He must satisfy himself that the action has a reasonable chance of success (see *Warren v. London Road Car Co.*, 52 SOLICITORS' JOURNAL, 13); otherwise he may, as in *Danzey v. Metropolitan Bank of England and Wales* (*supra*), be made liable for the costs of the opposite party; but an agreement to charge no costs in the event of failure is an agreement in favour of the client, which could have been made before the Solicitors Act 1870, and which can now be made without writing, notwithstanding that Act (see *Clare v. Joseph*, 1907, 2 K. B. 369). It has been said, indeed, that a solicitor ought not to conduct a case gratuitously, with a view to obtaining costs from the other side in the event of success (*Alabaster v. Harness*, 1894, 2 Q. B. 900, per HAWKINS, J.), but this dictum does not appear to be supported by authority. The propriety of conducting an action on such terms depends

entirely on the circumstances, and it is certainly no uncommon thing for a solicitor voluntarily to reduce his charges in the event of failure. It must be remembered, however, that if there is an agreement to make no charge at all, or a reduced charge, without reservation of the right to make full charge if the action succeeds, then the solicitor, in the event of success, is bound by the agreement in recovering costs from the other side. Both on the principle that costs are an indemnity, and on the words of section 5 of the Act of 1870, the plaintiff can only recover the costs which he is liable to pay to his own solicitor, and the other party, therefore, gets the benefit of the agreement (*Gundry v. Sainsbury*, 1910, 1 K. B. 645). Hence the agreement must reserve the right to full costs in the event of success. The learned judge in the present case spoke in disparaging terms of speculative actions, but, as we have said, everything depends on circumstances, and Lord RUSSELL OF KILLOWEN once observed that it might be consistent with the highest honour to take up a speculative action. Care must be taken to ascertain that the claim is *bona fide* and has a reasonable chance of success, and the solicitor is entitled to make his own agreement as to costs, subject to the approval of the taxing master before the costs are paid. Such approval, we imagine, would not be refused to an agreement in the client's favour. But the agreement must not provide for the solicitor taking a share of the property recovered, and remuneration by way of commission on the collection of debts falls within this rule (*Re A Solicitor*, *supra*).

The Public Trustee's Policy as to Investments.

REVERTING to the Report of the Public Trustee, which we noticed last week, we imagine we can discern a change in one respect. We have several times referred to the policy of the Public Trustee in relation to investments of trust funds. Last year, in answer to a question in the House of Commons, it was stated that the Public Trustee has, in relation to this matter, "the same powers, duties and liabilities as a private trustee. . . . When the creator of a trust has elected to give the Public Trustee discretion to invest in foreign securities, the Public Trustee deems it his duty to give such consideration to that discretion given him by the settlor as is possible and prudent under the circumstances of the case." But in an "official statement," published in the *Times* on the 30th of March, 1911, it was intimated that "the Public Trustee should not be thought either to confine himself to strictly trustee investments, or to limit himself to one form of investment either home or foreign. His policy is to go all over the world in search of sound securities, stable and even appreciating as to their capital value. . . . If in the investment clause the creator of a trust voluntarily gives him authority to go into foreign investments, then upon a proper occasion and suitable securities offering, he considers that the wishes—one might say almost the desires—of his clients should be given effect to." Now, if we compare this statement with the judgment of Lord WATSON in *Leahey v. Whiteley* (12 App. Cas., at p. 733), we observe at once that while the Public Trustee admits that he has the same powers, duties, and liabilities as a private trustee, he construed such powers and duties in a different way from that laid down by the House of Lords. According to the latter, a trustee "is not allowed the same discretion in investing the moneys of the trust as if he were a person *sui juris* dealing with his own estate. Business men of ordinary prudence may, and frequently do, select investments which are more or less of a speculative character; but it is the duty of a trustee to confine himself to the class of investments which are permitted by the trust, and likewise to avoid all investments of this class which are attended with hazard." The private trustee, although authorized to invest in foreign securities, usually prudently eschews the greater number of them as being of a speculative character and attended with hazard. The Public Trustee, on the other hand, when authorized to invest in foreign securities, appeared, from his statements last year, to consider such authorization as a direction, and deemed it his duty, if practicable, to select such investments.

The Present Practice of the Public Trustee as to Investments.

THE RECENTLY issued report of the Public Trustee contains little to shew that his former ideas as to investments are still persisted

in. His attention seems rather now to be directed to the establishment of a business outside the trusts he was appointed to administer; representing himself as "a favourable medium for prudent and profitable investment" by promoting a system of declaration of trust which leaves "moneys at the call of the owner"—whatever that may mean—and he says that "moneys or investments, whether large or small, representing savings or the like, can be transferred to the Public Trustee and invested in sound securities so as to produce well over 4 per cent.," and he thinks that "this class of business must largely increase in the future." We do not find any reference in the report to any legislative provision authorizing the Public Trustee to act as investment agent for the general public. Turning to the "classification of investments" held by him, this is too general to enable one to judge exactly how far speculative and risky securities have been selected. But we observe that under the heads of "Foreign Stocks, Bonds, &c.," and "Commercial and Industrial," and "Banks, Insurance, Financial Trusts, and Financial, Land and Investment, &c.," there has been during the year only a comparatively small increase of investments; the chief increases being under the heads of "British Funds," "Colonial Government Securities and Colonial and Foreign Corporation Stocks," and "Home Railways." We may add that Rule 17 of the draft Public Trustee Rules, recently issued, is specially directed to the retention *in specie* by the Public Trustee of trust moneys coming to his hands. It provides that:—

The Public Trustee may invest or retain invested money belonging to any trust or estate and coming to his hands in any mode of investment expressly or impliedly authorised by the trust instrument or (if there is no trust instrument) authorized by law for the investment of trust funds, and may, if authorized by the trust instrument or otherwise by law, retain any investment existing at the date of the commencement of the trust.

Let us hope that the notion of "going all over the world" in search of trust investments has been abandoned.

The Bankruptcy Bill.

THE PARLIAMENTARY Committee of the Council of the Society of Incorporated Accountants and Auditors have issued a report on the Bankruptcy Bill, which was introduced in the House of Lords last December. Their criticisms are mainly concerned with the proposals for compelling traders to keep books of account; for the disposal of after-acquired property in the event of a second bankruptcy; for the removal of the trustee when the proceedings in the bankruptcy are needlessly protracted; and for making the law with regard to deeds of arrangement more stringent. With regard to books of account, the Departmental Committee on Bankruptcy Law of 1908 recommended that the failure of a bankrupt to have kept proper books of account within two years before his bankruptcy, if without excuse, should be an offence punishable on summary conviction by imprisonment; but this recommendation was subject to qualifications. The proper books of account were to be defined; the omission was only to be punishable in the event of the trader becoming bankrupt, and of the liquidated debts proved in the bankruptcy exceeding £200; there was to be no punishable offence if, in the circumstances of the business, the omission was honest and excusable, and had not contributed to the insolvency; and no prosecution was to be instituted except by order of the bankruptcy court. Clause 3 of the Bill substantially gives effect to this recommendation with the specified qualifications, but its operation is limited to a second bankruptcy, a limitation to which the present report takes exception. The clause, it says, "entirely fails to meet the needs of the situation by reserving the penalty to bankrupts who have been twice adjudicated, and who have twice failed to keep proper accounts." There seems, indeed, to be no reason for allowing traders a first bankruptcy without insisting on the very obvious duty of keeping accounts, and the Bill will bear amendment in this respect.

Penalizing Trustees under Deeds of Arrangement.

THE MOST important criticism in the Council's report on the Bankruptcy Bill is aimed at the extremely stringent provision with regard to deeds of arrangement. These are to be void

unless within fourteen days after registration they have received the assent of a majority in number and value of the creditors (clause 25), and if a trustee acts under a deed of arrangement which is void by reason of non-compliance with any of the statutory requirements, he is to be liable, on summary conviction, to imprisonment, with or without hard labour, for three months, or to a fine of £5 a day for the period during which he acts (clause 27). It is difficult to imagine how this latter clause came to be inserted, unless it was with the intention of putting an end to deeds of arrangement. But, in fact, these are in many cases the most satisfactory way of dealing with insolvency. The committee of the Council point out that under the existing law about 4,300 estates are annually administered in bankruptcy, and 3,400 under deeds of arrangement. The percentage of assets to liabilities under each head for the first period of seventeen years after the Deeds of Arrangement Act was passed has been, it is stated, in bankruptcy 38.4, in private arrangements 53.3. Deeds of arrangement have thus an obvious practical advantage, but the committee express the opinion that if clause 25 of the Bill becomes law it will legislate such deeds out of existence, by imposing conditions which in most cases it will be impossible to comply with; while, unless clause 27 is struck out or greatly modified, no person of credit or repute will act as trustee under a deed of arrangement. It is proposed that the limit of fourteen days in clause 25 should be extended to two months, and that the required assent should be a majority in value (not in number also) of the unsecured creditors only. It may be suggested that the penalty of hard labour for a trustee omitting to see that the statutory requirements have been complied with is a freak of the Board of Trade draftsman, and, of course, it should be struck out.

After-acquired Property and Second Bankruptcies.

THE PROVISIONS of the Bill with regard to disposal of property in the event of a subsequent bankruptcy are part of clause 11, which deals generally with after-acquired property. This extends to real property the rule in *Cohen v. Mitchell* (25 Q. B. D. 262), that the bankrupt can dispose for value of after-acquired property until the trustee intervenes to claim it, and provides that it shall vest in the trustee in a subsequent bankruptcy, leaving to the trustee in the first bankruptcy a right to prove in the second bankruptcy for the balance of debts provable in the first bankruptcy. This is not in accordance with the report of the Bankruptcy Committee, which gives the subsequent creditors priority upon the after-acquired property, and the present report favours such priority. The question is one which really depends on the circumstances. If the first trustee has allowed the bankrupt to carry on a trade, the creditors in the first bankruptcy are properly postponed to the subsequent trade creditors: *Engleback v. Nixon* (L. R. 10 C. P. 646); but otherwise the first trustee is entitled to intervene and claim the after-acquired assets against the second trustee: *Re Clark, Ex parte Beardmore* (1894, 2 Q. B. 393). The Bill steers a middle course, by depriving the first trustee of his priority, but allowing him to prove for the balance of the debts, and this seems to give as satisfactory a rule as is practicable. The Bill contains in clause 19 provision enabling the Board of Trade, in cases where it considers that the proceedings are needlessly protracted, to remove the trustee, subject to appeal by him or the creditors to the High Court. The present report reasonably suggests that the creditors should be consulted before this step is taken, and proposes that the power of the Board of Trade to remove the trustee should be dependent on a resolution of the creditors to that effect.

Corruption of Agents in Business.

THE PREVENTION of Corruption Act, 1906 (6 Edw. 7, c. 34), was supported with much energy by Sir E. FRY and the late Lord RUSSELL of Killowen, and it enacts, by section 1, that if any agent corruptly accepts or obtains, or agrees to accept or attempts to obtain, from any person, for himself or for any other person, any gift or consideration as an inducement or reward for doing or forbearing to do any act in relation to his principal's affairs or business, or for showing, or forbearing to show, favour or disfavour to any person in relation to his

principal's affairs or business; or if any person corruptly gives or agrees to give, or offers any gift or consideration to any agent as an inducement or reward for doing or forbearing to do any act in relation to his principal's affairs or business, or for showing or forbearing to show favour or disfavour to any person in relation to his principal's affairs or business, he shall be guilty of a misdemeanour, and shall be liable to imprisonment, with or without hard labour, for the term prescribed. This Act came into force on the 1st of January, 1907, but we learn, from the last Edition of Archbold's Criminal Pleading and Evidence, that there are no reported decisions relating to it, and we are not pleased to hear that prosecutions under what we cannot but consider a salutary enactment are extremely rare. It is not likely that the terrors of a penal law have effected any substantial diminution of corrupt practices: the "sons of Zeruiah" appear to be too strong to be easily overcome. Some benefit may possibly be derived from the repeal of section 2 (1), which enacts that no prosecution for an offence under the Act shall be instituted without the consent of the Crown officers.

Clauses of Forfeiture in Settlement of Settlor's Own Property.

It is well known that a man, in settling his own property, cannot give himself an interest which will be determinable on bankruptcy. A proviso determining the interest on such an event is a direct fraud upon the bankruptcy law, and the persons who are thereupon to take are not entitled to the benefit of the proviso, though the settlement is only interfered with to this extent, and on the natural determination of the interest, those entitled in remainder will come into possession (*Higinbotham v. Holmes*, 19 Ves. 88). The utmost that can be done to protect the settlor is to deprive him of his life interest altogether, and to substitute a discretionary trust for the application of the income for the benefit of himself and his family or other persons. This will not be a fraud on the bankruptcy law, nor in itself will make the settlement void, under 13 Eliz. c. 5, against subsequent creditors (*Holmes v. Penney*, 3 K. & J. 90); though if the settlor becomes bankrupt and the trustees of the settlement, in the exercise of the discretionary trust, pay him sums beyond what are required for his maintenance, the trustee in bankruptcy can require him to account for the excess: *Re Ashby, Ex parte Wrexford* (1892, 1 Q. B. p. 877).

On the other hand, it has been settled that a provision in a settlement of the settlor's own property, determining his life interest on alienation or bankruptcy, is valid as regards alienation, and hence, if the settlor mortgages his interest, the limitation over takes effect, and a subsequent bankruptcy does not alter this result: *Brooke v. Pearson* (27 Beav. 181); *Knight v. Browne* (9 W. R. 515). In other words, the proviso, while void as against the creditors generally, is not void as against the mortgagee, and in *Re Detmold* (40 Ch. D. 585) NORTH, J., applied the same principle to the case of involuntary alienation to a particular creditor. There a marriage settlement of the settlor's own property contained a trust for payment of the income to the settlor for life, or till he should become bankrupt or should assign or incur the income, or should suffer anything whereby the same would, by process of law, if belonging absolutely to him, become vested in some other person, and after the determination of this trust, on trust to pay the income to his wife during her life. A creditor obtained judgment against the settlor, and an order was made appointing a receiver of the income. Subsequently the settlor was adjudicated bankrupt. NORTH, J., held that the appointment of the receiver operated to determine the settlor's life interest, so that the wife's life interest was in possession at the time of the bankruptcy, and nothing passed either to the judgment creditor or to the trustee in bankruptcy. "A settlement by a man of his own property upon himself for life," said NORTH, J., "with a clause forfeiting his interest in the event of alienation, or attempted alienation, has never, so far as I know, been defeated in favour of a particular alienee; it has only been defeated in favour of the settlor's

creditors generally, on the ground that it would be a fraud on the bankruptcy law." The learned judge considered that the principle applicable to a clause of forfeiture on voluntary alienation applied also to a clause of forfeiture on involuntary alienation in favour of a particular creditor. Upon the footing of these decisions it has been usually considered safe to insert in marriage settlements a clause giving the settlor a protected life interest, framed either generally or so as not to include the case of bankruptcy, and reliance is placed upon it as a safeguard against alienation, whether voluntary or involuntary, in favour of particular creditors.

It is suggested, however, in a note to the *Encyclopædia of Forms and Precedents* (Vol. 13, p. 610), that a gift over on property being taken in execution evidences an intention to delay or defeat creditors, just as much as a proviso for determination on bankruptcy; and in the recent case of *Re Perkins' Settlement* (*ante*, p. 412), the note seems to have been made a ground for arguing that the proviso for determining the settlor's life interest was void as regards both voluntary and involuntary alienation. A settlor made a settlement of his property by which certain income was to be paid to himself for life, or until he should attempt to assign or incur it. He executed a mortgage of the income, and WARRINGTON, J., on the authorities, held that the income was thereby forfeited. Having regard to *Brooke v. Pearson* (*supra*), and to *Re Detmold* (*supra*), no other decision appears to have been possible, and, indeed, as the learned judge pointed out, the result follows *à fortiori* from *Re Detmold*. If the proviso for determination is effective as against an execution creditor, it must clearly be so against a creditor who takes by voluntary assignment. It is not surprising, therefore, that WARRINGTON, J., found in the note above referred to no reason for departing from the established rule.

But in fact the note, though it appears to cast doubt on *Re Detmold*, and on the effectiveness of the protected life interest as regards particular creditors, does not really touch the immediate operation of the forfeiture clause. That is void as against the general creditors as being a fraud on the bankruptcy law; the existence of a particular debt does not involve any question of that law, and hence the forfeiture clause is valid as against particular creditors. But quite apart from this there is the question whether the settlement itself is impeachable under 13 Eliz. c. 5, as being intended to defeat or delay creditors. On this point *Re Detmold* is irrelevant, and it is with this question that the note referred to above is concerned. The forfeiture clause in itself is effective, and the mortgagee of the life interest is, by virtue of the clause, deprived of his security; but the insertion of the clause may shew that the settlement can be set aside; and if the mortgagee takes proceedings for this purpose he may regain what he loses under the forfeiture clause. But no such question arose in any of the authorities referred to above, and it is by no means clear that the forfeiture clause would have the effect suggested. It was held, indeed, in *Re Pearson* (3 Ch. D. 807), that in a voluntary settlement a clause of cessation on bankruptcy avoided the settlement under 13 Eliz. c. 5, whether the settlor was then solvent or not, since it necessarily tended to defeat future creditors. But this was overruled by *Re Holland* (1902, 2 Ch. 360), and the settlement will not be set aside unless, apart from the clause in question, the circumstances raise an inference of an intention on the part of the settlor to defeat or delay his creditors. In the case of a marriage settlement, it is still more difficult to proceed under the statute, since, in order to set aside the settlement, the wife must be involved in the fraudulent intent. In the result it seems that the clause of forfeiture is in general a sufficient protection against alienation, whether voluntary or involuntary, except on bankruptcy, though there may be exceptional cases where the settlement as a whole could be set aside under 13 Eliz. c. 5.

Mr. Henry Charlton Hawkins, Barrister-at-Law, of Lincoln's-inn, says the *Law Society's Gazette*, recently offered for acceptance by the society a marble bust of the late Sir George Jessel, by Mr. Walter Ingram, which formerly belonged to the late Master Hawkins. The offer was accepted, and an expression of thanks was conveyed to Mr. Hawkins.

Intent and Implied Stipulation in Contract.

APART from a rectification of a written contract, there are several ways in which an unexpressed term or provision may be imported into it. Where the words or expressions used are elliptical is one way; and should two stenographers choose to make a memorandum of their contract in shorthand, a Court of Interpretation would have probably no more difficulty in deciding that it satisfied the Statute of Frauds than it has in interpreting the expression *c.i.f.* or *f.o.b.* in a shipping agreement. Usage, including in that term the law merchant, is another way; and the somewhat unsatisfactory doctrine of equity as to natural justice in the case of the redemption of a mortgage; of the penalty on a bond, and of time not being of the essence of an agreement, forms a third: of these two last the text-books and experience make even the less studious well aware. Of late years the Legislature has added to the already sufficient responsibility of the draftsman by giving to divers expressions, or importing into instruments, effects and provisions, the Wills Act and several Conveyancing Acts being probably the best known offenders in this respect. Still, it may be that, in the opinion of many commercial lawyers, any effort of vigilance, memory or judgment, demanded by the existence of statutory provisions, becomes, with the aid of the customary precedents, practically less grievous to be borne than that required by the Doctrine of Implied Stipulation in Contract, and which forms a fifth way in which an obligation may be read between the lines into a written contract.

Fortunately, the boundaries of this doctrine have in recent years become neither doubtful nor indistinct. Every contract is a manifestation of intention, and, therefore, an implied stipulation must ever be founded on the presumed intention, when the contract was entered into, of both contracting parties; and an implication must never be drawn except with the object of giving efficiency to the transaction, and of preventing such a failure of consideration as cannot have been within the contemplation of either party. Or, to put this principle in another way, no Court of Interpretation can imply any stipulation unless, on considering the terms of the contract in a reasonable and business-like manner, an implication necessarily arises that both parties must have intended that the stipulation should exist: *The Moorcock* (14 P. D. 64) and *Hamlyn v. Wood* (1891, 2 Q. B. 488). As Lord ESHER put it, it is insufficient that it would be reasonable to make such a stipulation. If it were otherwise, the court would clearly be ignoring the principle that in contract the parties must mutually assent to the terms, and would also be departing from the invaluable rule that in construing a record of a contract the sole question is *non quod voluit sed quod dixit*.

In this view, a scholarly interpretation of a legal instrument is limited to ascertaining the scope of the transaction, and to bringing out into clearness, and giving objective expression to, that which underlies the definite statements of the parties; and it appears to be going a step too far, and to be heterodox, to say that practically the interpreter has to read into the contract the term which average and reasonable persons in the position of the parties would have added had the latter's minds, at the time they entered into the contract, been directed to the circumstances which subsequently arose.

When, however, the doctrine comes to be applied, difficulty and uncertainty may, and not so infrequently will, arise; and the adviser who cannot conscientiously prophesy smooth things may scarcely receive his fair amount of gratitude. There are many illustrations of the doctrine to be found in the books, useful enough to form and improve the judicial faculties, and to discipline the mind, of students, but not of so much use to an adviser, because the interpretation of one contract can afford little, or no, guidance in the interpretation of another, and the question whether an implication ought, or ought not, to be drawn must entirely depend upon the facts of the particular case, the presumed intention of the parties as thereby evidenced, and a reasonable and business-like construction.

In considering, then, if there have, or have not, been an act by

one party which is equivalent to a breach of a particular contract, and which gives the other party an immediate cause of action, it would seem better, rather than to have recourse to a digest of cases, to turn the facts of the case over in the mind, and, viewing them as would an independent and reasonable man acquainted with the trade or business and the practice therein, to review diligently all the manifestations of the parties' mutual intentions, and to apply to them the principle already stated, and to which all correct decisions must conform. In so doing, it is desirable to ask, on the one hand, if, without the stipulation it is suggested is implied, there will be a failure of consideration such as neither contracting party contemplated; or, on the other hand, if the contract have not a very reasonable effect without it, and if it be more reasonable to suppose the intention was that the risk was to be shared. The object of every scientific interpreter will be to give, in the best way, to the transaction that business efficiency which both parties must have intended, and to hold each of them to promise as much as, and no more than, both must have contemplated. And to arrive at such presumed intentions, it will be necessary to attentively examine into the surrounding circumstances, and the minds of both parties as to what was the transaction; and to seek the point of view of either. And, regarding the written memorandum thus dispassionately, and, with a chastened sense of proportion, as a whole, before a final opinion is reached, or previous analogous cases are reviewed, it may be well to recall that no sound interpretation will insert, or delete, any term; and also that when men have reduced into writing the stipulations of the bargain between them, it is, as Lord Justice KAY remarked, a dangerous thing to lightly imply what they have not expressed.

Some perusers of the more recent cases may, perhaps, come to the conclusion that to-day a Court of Interpretation is determined that nothing which is not expressed is to be introduced into a written contract. We venture to think this manner of expressing the undoubted fact that the modern tribunals seem more and more disinclined to imply what the parties have not troubled to express is unfortunate, as it serves in many minds to minimize the importance of a remembrance of the effect of implied terms when a draft contract is being prepared. Rather would we like to gather that the conclusion to be noted is that in the present day commercial men inherit such a fund of business experience, and, before they attain men's positions, are, by the modern facilities for education, travel, and social intercourse, so much better equipped for business affairs, that the court is less indulgent to the present generation in respect of the failing of inadvertence to future contingencies.

And, if this be a reasonable aspect of the situation, it surely follows that it behoves a modern adviser, or draftsman, to be all the more zealous in endeavouring to point out to his client such contingencies as an average man is prone to neglect, and to protect him from any unpremeditated perils, chances, or discomfiture, in his contractual rights and obligations. A judicial decision, or a fortuitous environmental circumstance, can never alter a contract; yet it is common knowledge that it often does disclose an effect which lay dormant, and which was not contemplated—perhaps not perceived—by those who arranged it.

References.—The reader may find the following references to a few cases useful:—

Shrewsbury v. Gould (1819, 2 B. & A. 487) (tenancy, burning lime); *Webb v. Plummer* (1819, 2 B. & A. 746) (tenancy, keeping sheep); *Bealey v. Stuart* (1862, 7 H. & N. 753) (tenancy, taking chlorine still waste); *The Moorcock* (1889, 14 P. D. 64) (shipping agreement); *Ogden v. Nelson* (1905, A. C. 109) (contract by A as to bonus for period, sale of A's business); *Turner v. Goldsmith* (1891, 1 Q. B. 544) (traveller on commission, employer's factory burnt); *Devonald v. Rosser* (1906, 2 K. B. 728) (test case in tinplate trade, closure of works).

Newton v. Wilmot (1841, 8 M. & W. 711) (sporting licence over land, terms of letting land); *Hamlyn v. Wood* (1891, 2 Q. B. 488) (contract by A for ten years, sale of A's business); *Re Cadogan Estate, ex parte Willis* (1895, 73 L. T. Rep. 387) (building agreement); *Lasarus v. Cairn Lins* (1912, 56 SOL. J. 345) (employment on commission for fixed period, sale of employer's business).

Taylor v. Caldwell (1861, 3 B. & S. 826) (letting of music-hall,

fire); *Nickoll v. Aston* (1901, 2 K. B. 126) (shipping contract, ship disabled); *Krell v. Henry* (1903, 2 K. B. 740) (seats for procession, postponement); *Grimsdick v. Sweetman* (1909, 2 K. B. 740) (public-house tenancy, licence taken away by legislation); *Budgett v. Binnington* (1891, 1 Q. B. 35) (dock labourers' strike).

Reviews.

Public Health.

A MANUAL OF PUBLIC HEALTH LAW. By BERTRAM JACOBS, Barrister-at-Law. Sweet & Maxwell (Limited).

This work provides a guide to, and an outline of, the statutes relating to public health, but its scope and size forbid the inclusion of the text of the statutes themselves. Chief of these is the Public Health Act, 1875, and seventeen others are given in the list of relevant statutes at the beginning of the book. There are also a large number of cognate statutes relating to rivers pollution, infectious diseases, vaccination, factories and workshops, and other matters, as well as regulations depending on private Acts, provisional orders, and bye-laws; and the metropolis has extensive legislation of its own. All this forms a wide body of statute and local law, but Mr. Jacobs appears to have been successful in condensing the leading provisions in this well-arranged and lucid book. After chapters dealing with the statutes generally, and with central and local authorities charged with the care of the public health, the subject of sanitation is discussed in three chapters, and the remaining sixteen chapters deal with other aspects of the subject, including, in Chapter XX, a short explanation of the National Insurance Act, 1911. In Chapter IV. there is a useful discussion of the distinction between a drain and a sewer, with a statement of the numerous authorities on the point, and the practical effect of the distinction.

Company Law.

THE SECRETARY'S MANUAL ON THE LAW AND PRACTICE OF JOINT STOCK COMPANIES, WITH FORMS AND PRECEDENTS. By JAMES FITZPATRICK, F.C.A., AND T. E. HAYDON, M.A., Barristers-at-Law. FOURTEENTH EDITION. Jordan & Sons (Limited).

The thirteenth edition of this work was, it appears, three times reprinted, but further alterations and additions have necessitated the issue of a fourteenth edition. When a book has attained to such maturity it may fairly claim to be exempt from criticism, and, indeed, the careful manner in which the requirements of secretaries of companies have been considered sufficiently account for the continued popularity of the work. The references to the cases are numerous enough to shew the fundamental principles of company law; for instance, at p. 130, on estoppel by certificate under seal (*Re Bahia and San Francisco Railway Co.*, L. R. 3 Q. B. 584; *Ruben v. Great Fingall Consolidated*, 1906, A. C. 439); and at p. 232, on the nature of the charge created by debentures (*Government Stock, &c., Co. v. Manilla Railway Co.*, 1897, A. C. 81); and a leading feature of the book is the copious interpolation of forms. To these have been added, at p. 138, a form of certificate of option rights over shares; such certificates, the editors state, have recently become somewhat popular. Table A. is printed both in its original form and in the form in which it is given in the schedule to the Companies Act, 1908.

Books of the Week.

Police Code.—The Police Code and General Manual of the Criminal Law. By the late Col. Sir HOWARD VINCENT, K.C.M.G., C.B. Fifteenth Edition. Revised by the Commissioner of Police of the Metropolis. With an Introduction by Sir CHARLES MATHEWS, K.C.B., Director of Public Prosecutions. Butterworth & Co.; Shaw & Sons.

Equity.—An Analysis of the Sixteenth Edition of Snell's Principles of Equity. By E. E. BLYTH, B.A., LL.D. (Lond.), Solicitor. Tenth Edition. Stevens & Haynes.

Workmen's Compensation Acts.—Cases under the Workmen's Compensation Acts, including all Cases relating thereto. Decided in the Court of Appeal (England); Court of Session (Scotland); Court of Appeal (Ireland), and on Appeal therefrom to the Lords. Edited by WILLIAM E. GORDON, M.A., Barrister-at-Law. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

Digest.—Mews' Digest of English Case Law. Quarterly Issue. April, 1912. By JOHN MEWS, Barrister-at-Law. Price 5s. Stevens & Sons (Limited); Sweet & Maxwell (Limited).

An Epitome of Recent Decisions on the Workmen's Compensation Act.

By ARTHUR L. B. THESIGER, Esq., Barrister at-Law.

III.

(Cases decided since the last Epitome, *ante*, p. 158.)

(1) DECISIONS ON THE WORDS "ACCIDENTS ARISING OUT OF, AND IN THE COURSE OF, THE EMPLOYMENT."

Chandler v. Great Western Railway Co. (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 11th and 12th March, 1912).

FACTS.—A fireman cut his finger while having dinner at his lodgings. He bound it up with a rag and returned to work; seven hours later he felt pain in the finger, septic poisoning supervened, and two months later the finger was amputated. County court judge found blood poisoning caused by oily matter attracting germs and entering the wound, and awarded compensation.

DECISION.—There was no evidence on which the judge could find that the accident arose out of, and in the course of, the employment; there were many possible occasions of germs entering the wound. (*From note taken in court.* Case reported *L. T. newspaper*, 23rd March, 1912, p. 488.)

Peel v. William Lawrence & Sons (Limited) (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 12th March, 1912).

FACTS.—A workman was employed at cotton mills attending spinning wheels; he had to run over a slippery floor, and the custom was for such workmen to work in bare feet. In taking off his sock after returning from dinner he injured the tendon of his left hand. County court judge found the accident did not arise out of the employment.

DECISION.—The judge was right. The workman was not exposed to any peculiar risk beyond that to which every human being is exposed. (*From note taken in court.* Case reported *Times*, 14th March, 1912; *L. T. newspaper*, 23rd March, 1912, p. 488.)

Blake v. Head (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 14th March, 1912).

FACTS.—An errand boy entered the service of a greengrocer who was known to be subject to melancholia and outbursts of violence, and to have been in an asylum. The boy was told this and warned not to irritate him. The employer attacked him with a chopper and fractured his skull. The county court judge held that the injuries did not arise out of the employment.

DECISION.—Doubtful if an accident at all, but in any case it did not arise out of the employment. (*From note taken in court.* Case reported *Times*, 15th March, 1912; *L. T. newspaper*, 23rd March, 1912, p. 488.)

Watkins v. Guest, Keen, & Nettlefolds (Limited) (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 14th March, 1912).

FACTS.—A collier was travelling to his work in a colliers' train. Fifty yards from the platform he got out on to the step of the carriage, fell off, and lost both hands. County court judge held it was serious and wilful misconduct, but that the accident occurred within the course of his employment, and that therefore, since the injuries were permanent, the collier was entitled to compensation.

DECISION (Buckley, L.J., dissenting).—The judge was right. (*From note taken in court.* Case reported *L. J. newspaper*, 23rd March, 1912, p. 199; *L. T. newspaper*, 30th March, 1912, p. 511.)

Poulton v. Kelsall (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 20th March, 1912).

FACTS.—A storeman undertook the work of a carter during a carters' strike under a promise by the employer to be responsible for any consequences he might suffer. On the following day he left his work and went home to lunch; on the way he was assaulted by strikers. County court judge held employer liable.

DECISION.—The accident did not arise in the course of, though it did arise out of, the employment. (*From note taken in court.* Case reported *Times*, 21st March, 1912; *L. T. newspaper*, 30th March, 1912, p. 513; *W. N.*, 30th March, 1912, p. 98.)

Frith v. Owners of s.s. Louisianian (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 21st March, 1912).

FACTS.—A seaman went on shore contrary to orders, and returned the next morning helplessly intoxicated as the vessel was on the point of leaving. He was being assisted by a negro, who, with the help of another man, threw him on to the deck, where he lay for a short time like "a sack of sand." After a slight interval, in which time the vessel had got about three feet from the wall, he rose, fell

back into the water, and was drowned. County court judge held that the accident arose out of, and in the course of, his employment.

DECISION.—The accident arose solely out of his drunken condition and not out of the employment. He had never in any sense of the word got back to work. (*From note taken in court.* Case reported *Times*, 22nd March, 1912; *L. T. newspaper*, 30th March, 1912, p. 511; *W. N.*, 30th March, 1912, p. 98.)

Burton-on-Trent Guardians v. Butler (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 27th March, 1912).

FACTS.—The master of a workhouse was sitting at the top of steps leading to the workhouse at 9 p.m. smoking a cigarette. He had a fit of coughing which made him feel giddy, with the result that he fell down the steps and received injuries from which he died. County court judge awarded compensation.

DECISION.—The accident arose in the course of, but not out of, the employment. (*From note taken in court.*)

Martin v. Mayor, &c., of Manchester (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 29th March, 1912).

FACTS.—A porter at an infectious diseases hospital contracted scarlet fever, the first symptoms of which were noticed on 3rd April, 1911. On 1st April he was in the wards, and had cleaned out the mortuary, but there was no evidence that the body of any person who died of scarlet fever was there. County court judge held that the fever was contracted on 1st April, and that it was an accident within the Act.

DECISION.—There was no evidence on which judge could find the fever was contracted in the hospital, or was contracted by accident. (*From note taken in court.* Case reported *Times*, 30th March, 1912; *W. N.*, 6th April, 1912, p. 105.)

Parry v. Ocean Coal Co. (Limited) (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 30th March, 1912).

FACTS.—An underground haulier at a colliery complained of pain while at work, and the doctor diagnosed strangulation of a hernia; he was operated on, but eventually died as a result. County court judge found that the hernia was an old complaint, but that the strangulation was in all probability the result of some exertion while at work.

DECISION.—Judge was not justified in basing his conclusions on mere probabilities. (*From note taken in court.* Case reported *L. T. newspaper*, 6th April, 1912, p. 534.)

(2) DECISIONS ON THE WORDS "INCAPACITY RESULTING FROM AN ACCIDENT."

Hargreave v. Haughhead Coal Co. (H.L.: The Lord Chancellor, Lords Macnaghten, Atkinson, Shaw and Robson, 12th March, 1912).

FACTS.—A workman lost an eye as the result of an accident, and was paid compensation till he recovered from the effects, when he resumed work at his former wages. Later his other eye was attacked by disease, and he was threatened with total blindness. Arbitrator terminated compensation, and the Second Division of the Court of Session affirmed his decision.

DECISION.—Arbitrator was right. (*From note taken in court.* Case reported *SOLICITORS' JOURNAL*, 23rd March, 1912, p. 379; *L. T. newspaper*, 16th March, 1912, p. 467.)

Jones v. New Brynmally Colliery Co. (Limited) (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 19th and 20th March, 1912).

FACTS.—A collier suffered from nystagmus and was paid compensation for six months. On an application to review, county court judge found he had recovered, but awarded full compensation on the ground that if he went underground nystagmus would probably recur, for which reason he had already been refused employment underground.

DECISION.—There was no evidence on which the judge could find the collier was rendered by an attack of nystagmus more liable to recurrence, so compensation could not be awarded. (*From note taken in court.* Case reported *L. T. newspaper*, 30th March, 1912, p. 513.)

(3) DECISIONS ON THE ASSESSMENT OF AMOUNT OF COMPENSATION.

Roberts & Ruthven (Limited) v. Hall (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 15th March, 1912).

FACTS.—Employers applied for reduction of weekly compensation. County court judge reduced it from 19s. to 15s. on the ground that the workman could do light work, such as braiding, although the employers gave no evidence of what the workman's earning capacity actually was.

DECISION.—Once employer has established it is a case for review, judge has discretion to fix amount, and may act on his knowledge of

the trade, &c. (From note taken in court. Case reported *L. T. news-paper*, 30th March, 1912, p. 511.)

Haines and Strange v. Corbet (C.A.: Cozens-Hardy, M.R., Fletcher Moulton and Buckley, L.J.J., 29th March, 1912).

FACTS.—A demonstrator to a motor dealer lost his eye by accident. He was being paid 30s. wages and also received tips and commission. County court judge held he could only take wages into consideration, and in November, 1910, made an award on the basis that his weekly earnings were 30s. There was no appeal from this award. In August, 1911, workman obtained employment elsewhere and employer applied for review. It was proved that his total earnings were less than previously, but that his wages were now more than 30s. Judge reduced the weekly compensation to 5s.

DECISION.—Judge was bound by his previous finding that only wages could be taken into account, even if he was wrong, so no compensation could now be awarded. (From note taken in court.)

(To be continued.)

CASES OF LAST SITTINGS.

Court of Appeal.

VACHER & SONS (LIM.) v. LONDON SOCIETY OF COMPOSITORS AND OTHERS No. 1. 25th March; 3rd April.

TRADE UNION—LIBEL ON FIRM—"PRINTER'S FAIR LIST"—"IN CONTEMPLATION OR FURTHERANCE OF A TRADE DISPUTE"—IMMUNITY OF UNION—TRADE DISPUTES ACT, 1906, s. 4—R.S.C. XXV. 4.

Section 4 of the Trade Disputes Act, 1906, enacts that (1) An action against a trade union, whether of workmen or masters, or against any members or officials thereof on behalf of themselves and all other members of the trade union in respect of any tortious act alleged to have been committed by or on behalf of the trade union, shall not be entertained by any court. (2) Nothing in this section shall affect the liability of the trustees of a trade union to be sued in the events provided for by the Trade Union Act, 1871, section 9, except in respect of any tortious act committed by or on behalf of the union in contemplation or in furtherance of a trade dispute.

The plaintiffs, a firm of printers, complained of an alleged libel contained in a letter written by Mr. Naylor on behalf of the defendant trade union covering a new edition of the "Printer's Fair List," which was issued by the society to firms and societies likely to require a large amount of printing work. The letter read:—"We forward the latest edition of our 'Fair List.' May I beg you to make a study of it before placing any orders for printing? Owing to an advance movement in the trade there have been several important alterations, and I ask you to destroy the list previously sent you." The society appealed from an order of Channell, J., at Chambers directing the action to proceed against them.

Held (Farwell, L.J., dissenting), that the alleged libel came within the words in section 4 (2) "in contemplation or in furtherance of a trade dispute," and that the defendant society was entitled to be struck out of the writ of summons and all subsequent proceedings.

Appeal by the defendant society from an order of Channell, J., at Chambers, which reversed an order of the Master striking out of the writ of summons and all subsequent proceedings the name of the trade union. The action was brought by Messrs. Vacher & Sons (Limited), Parliamentary and general printers, against the society and its officials for libel and for conspiracy to publish libels of and concerning them in their trade, and to induce persons not to do business with them. The defendant society took out a summons for an order that the statement of claim should be struck out, so far as proceedings were against the society on the ground that under section 4 of the Trade Disputes Act, 1906, the action was not maintainable. *Cur adv. vult.*

VAUGHAN WILLIAMS, L.J., after stating the facts, said: Now, section 4, sub-section 1, of the Trade Disputes Act is as follows: [His lordship read the section.] The general words of this sub-section seem *prima facie* to relieve trade unions, whether of workmen or masters, and any members or officials thereof, on behalf of themselves and all other members of the trade union, in respect of torts alleged to have been committed by or on behalf of the trade union, from the common law liability to be sued for torts. The sub-section does not provide a defence which may be pleaded, but provides that no such action shall be entertained by any court. In my opinion, according to the ordinary canons of construction of the words of an Act of Parliament, not only should such a section relieving trade unions, whether workmen or masters, from a common law liability be construed strictly, but also, in my opinion, the Legislature must be taken to have intended that a reasonable interpretation or construction should be put on the words of the Act. The words are such that, in my opinion, there must be some limitation put on them. There is no novelty in the construction of Acts of Parliament imposing new liabilities or creating new exemptions from the common law. Thus in *Gover's case* Branwell, L.J., said, dealing with section 38 of the Companies Act, 1867: "There must be some limitation to the words used in the Act. That is conceded. It must be read as a contract entered into by the promoters 'as such.'"

To read the Act in the sense intended by the Legislature, I believe one must read the word trade union throughout the section as meaning trade union "as such." It cannot have been intended that if a trade union chose to conduct a newspaper, and in criticizing a book which had no relation to the subject matters dealt with by trade unions at all, and in the course of that defamed the author or authors, the Legislature intended that no action for libel should be entertained against the trade union or its affairs in respect of such libel. But such a limitation as I have suggested would not exempt the present case from the operation of the sub-section. The "Fair List" plainly relates to matters affecting trade unions and workmen as such, and I cannot doubt but that this is an action which cannot be entertained in any court. It is said that the order such as the present striking out the action on the ground that no court can entertain it ought not to be made until the trial. But I see no reason for thus postponing the making of the order. The facts and the nature of the action are not in dispute, and the question as to the construction and meaning of the sub-section can be dealt with at once. Mr. Danckwerts, on behalf of the plaintiffs, argued that there was something in sub-section 2 which recognized the entertainment in some cases of an action of tort brought against a trade union. Sub-section 2 of section 4 of the Trade Disputes Act, 1906, provides that "nothing in this section shall affect the liability of the trustees of a trade union to be sued in the events provided for by the Trade Union Act, 1871, section 9, except in respect of any tortious act committed by or on behalf of the union in contemplation or in furtherance of a trade dispute." It seems from these words that the liability of trustees of a trade union to be sued in the events provided by section 9 of the Trade Union Act, 1871, does not extend to acts "committed by or on behalf of the union in contemplation or in furtherance of a trade dispute." The question arises as to what is the meaning of these words. Lord Loreburn, in *Conway v. Wade* (1909, A. C. 506), said: "I think they mean that either a dispute is imminent and the act is done in expectation of and with a view to it, or that the dispute is already existing and the act is done in support of one side to it. In either case the act must be genuinely done as described, and the dispute must be a real thing, imminent or existing." I think that, dealing with the definition, the libel in the present case was an act done in contemplation and furtherance of a trade dispute, and that, therefore, trustees of the trade union liable to be sued under section 9 of the Act of 1871 would be protected by the exemption at the end of sub-section 2 of section 4 in respect of tortious acts done which came within the words of exception—i.e., acts committed by or on behalf of the union in contemplation or in furtherance of a trade dispute. I did not understand that Mr. Danckwerts, in his argument, differed at all from the conclusion I have just arrived at. I understood him to argue that the exception contained in sub-section 2 of section 4 recognized that in some instances trade unions might be sued through their trustees, who must in some way or other have a remedy over against the trade union, not, indeed, in an action for tort, but in an action for an indemnity or for money paid on behalf of the union. I can only say that I find nothing in sub-section 2 of section 4 which in any way affects the words in sub-section 1, nor do I think that, if you do read the words "in contemplation or in furtherance of a trade dispute" as qualifying or limiting the operation of sub-section 1, it would make any difference in the present case, for I am clearly of opinion that the act alleged in this action—namely, libel—was an act done in contemplation or in furtherance of a trade dispute by the trade union as such. I think that the appeal must be allowed and the order of the Master restored.

FARWELL, L.J., dissented, and in the course of his judgment, said: This was an appeal from a refusal by Channell, J., in Chambers, to make an order in favour of the defendant society under ord. 25, r. 4, and he should have been glad to affirm that order on the simple ground adopted by him that such a case as the present was not within the order. But as the case has now been fully argued, he must express his opinion, treating the allegations in the statement of claim as admitted, as though the case had been heard on demurrer. The case as presented raised the abstract question whether a trade union, on the construction of section 4 of the Trade Disputes Act, 1906, could commit with impunity all and any tortious acts, and as and when it pleases, or whether the immunity by that section given is not confined to acts reasonably and properly incident to its process as a trade union, though resulting in injury and damage to third persons, and further, whether such tortious acts must not be in contemplation or furtherance of a trade dispute. In the present case the defendants admitted that they wrongfully conspired together to publish libels of and concerning the plaintiffs, and of and concerning them in the way of their said business (giving sufficient particulars), and that in pursuance of the said conspiracy the defendants and each of them falsely and maliciously published the libel thus set out. Then followed the innuendo that the plaintiffs had been guilty of unfair dealings in their said business, and so on, and further libels were set out which were not material now to consider, as the defendants claimed the right to libel generally, and contend that section 4 has given them complete immunity in respect of all libels and other tortious acts. No argument was addressed to the court in the particular libel; it was not even read *in extenso*, and he expressed no opinion on it. Now section 4 (1) appeared at first sight to be expressed in general terms, but a consideration of the circumstances under which it was passed, and the object that it was intended to attain, shew that some limits must have been intended to this generality. It was intended to reverse the law as it was expressed in the *Taff Vale* case (1901, A. C. 431), and to present the action suggested in Lord Macnaghten's speech in that case. This court already

had to consider this Act in *Conway v. Wade*. The House of Lords reversed the decision come to (1909, A. C. 506) on the ground that the Act was to be construed so as to avoid the conclusion that the words "furtherance of a trade dispute" imputed stirring up strife, and that regard was to be had to the nature of the trade union and the alteration of the law then thought necessary for their benefit. Now it was clear that not all lawful acts were open to a trade union. It was a body formed for the purpose of performing certain defined functions (*Osborn v. Amalgamated Society*, 1910, A. C. 87), including, of course, such things as were fairly incidental to such functions: *Attorney-General v. Great Eastern Railway Co.* (5 A. C. 473). It would be no part of a trade union's functions to print and publish a newspaper, but if it did with the consent of its members, what reason was there for granting it immunity for any libel that it might think fit to print? The case of libel was peculiarly offensive. It assumed the printing and publishing of a lie known to be such for the purpose of injuring the person libelled. No honest trade unionist could honestly say that it was necessary or expedient in the interest of his union to publish such lies, and the injury to the person libelled might be enormous. The immunity given by the Act extended to the unions of masters as well as of men. In his Lordship's opinion, if ever there was a case for the application of this rule, that acts creating monopolies or granting privileges were to be construed strictly, it was surely the present, where the privileged claim was given to a class exercising great powers and controlling large wealth, and consisted in a licence to commit torts (in plain English, to injure their neighbours) with impunity and to inflict losses and misery on all or any of his Majesty's subjects as long as they please without responsibility. In his opinion, this appeal should be dismissed, with costs, and the action should go to trial and the actual facts of this case be proved in the usual way.

KENNEDY, L.J., gave judgment agreeing with Vaughan Williams, L.J., and the appeal was therefore, by a majority, allowed.—COUNSEL, *Holman Gregory, K.C.*, and *Harold Morris*, for the society; *Danckwerts, K.C.*, and *Hugh Fraser*, for the plaintiffs. SOLICITORS, *Shaen, Roscoe, Massey, & Co.; Scatliffs*.

[Reported by ESKINE REID, Barrister-at-Law.]

High Court—Chancery Division.

Re GREENWOOD, GREENWOOD & SUTCLIFFE. Parker, J.
2nd Feb.

WILL—CONSTRUCTION—LEGACY—SUBSTITUTIONARY GIFT—DEATH OF DEVISEES IN LIFETIME OF TESTATOR LEAVING ISSUE—DEVISE TAKING EFFECT AS IF DEVISEE HAD SURVIVED THE TESTATOR—WILL FOLLOWING THE WORDS OF WILLS ACT, 1837 (7 WILL. 4, AND 1 VICT., c. 26), s. 33.

It was held that a testator was legally entitled to avoid, and had, in fact, avoided the consequences of a legacy lapsing in accordance with the general law, by reason of the death of the legatee in his lifetime by the use of the following words: "If any of them, my said brothers B. and J., my niece, A. C., and my nephew, J. S., shall die in my lifetime, leaving issue, and any of such issue shall be living at my death, the benefits hereinbefore given to him or her so dying shall not lapse, but take effect as if his or her death had happened immediately after mine."

This was a summons to determine whether certain words in a will were adequate to exclude the application of the general rule of law that legacies lapse on the death of the legatee before the testator, and were sufficiently certain to occasion the substitution of another or other legatees. The following were the words of the will in question: "If any of them, my said brothers, B. and J., my niece, A. C., and my nephew, J. S., shall die in my lifetime, leaving issue, and any such issue shall be living at my death, the benefits hereinbefore given to him or her so dying shall not lapse, but take effect as if his or her death had happened immediately after mine." Counsel for the residuary legatees relied on *Re Greasley's Settlement*, *Willoughby v. Drummond* (1911, 1 Ch., 358), and *Re Valdez's Trust* (1888, 40 Ch. D. 189). Counsel for the issue of the deceased legatees argued that the deposition was perfectly valid. He referred to sections 33 and 36 Wills Act, 1837, *Re Scott* (Deceased) (1901, 1 Q. B., 223), *Polen v. Hills* (1833, 1 M. and K., 470), *Davidson's Precedents*, 1880, 3rd ed., vol. 4, p. 43, *Johnson v. Johnson* (1843, 3 Hare, 157), *Re Coleman and Jarrom* (1876, 4 Ch. D., 165), *Sweet's Conveyancing*, 1845 edition, p. 339, *Bythewood and Jarman's Precedents*, 3rd ed. (1849), vol. 11, p. 569, *Bythewood and Jarman's Precedents*, 4th ed. (1889), vol. 7, p. 799, *Sibley v. Cook* (1747, 3 Atkyns, 572), *Encyclop. of Forms and Precedents*, vol. 15, p. 576, form 83, also forms 169 and 170, and pp. 475 and 611, *Jarman on Wills*, 6th ed., vol. 1, p. 454, *Booth v. Booth* (1799, 4 Ves., 399), *Key and Elmhurstone*, last edition, vol. 2, pp. 773, 680, and 882, and *Toppis v. Baker* (1789, 2 Cox, 118).

PARKER, J.—In this case the testatrix devised and bequeathed her real and personal estate to trustees upon trust for conversion and to divide the proceeds into seventeen parts, of which she gave four-seventeenths to her brother, Booth Greenwood, two-seventeenths to her brother, Joseph Greenwood, one-seventeenth to her niece, Abigail Chambers, and one-seventeenth to her nephew, John Sutcliffe. She then proceeded to provide for the event of any of these legatees dying in her lifetime without leaving issue, and later in the will for the event of any of them dying in her lifetime leaving issue any of whom should survive her. No difficulty arises as to the pro-

vision made by the testatrix in the former event, but doubts have been suggested as to what the testatrix intended by the provision made in the latter event. The words are as follows: "If any of them, my said brothers Booth and Joseph, my niece Abigail Chambers, and my nephew John Sutcliffe, shall die in my lifetime, leaving issue, and any of such issue shall be living at my death, the benefits hereinbefore given to him or her so dying shall not lapse but shall take effect as if his or her death had happened immediately after mine." In construing a gift of this nature, it must be remembered that the general law does not allow a legatee who predeceases the testator to take any benefit under his will. In that event the gift is said to lapse, with the consequence that it falls into residue, or if it is itself a share of residue, goes to the testator's next of kin. It is not competent to a testator to exclude the application of this rule of law, but the consequences of a lapse can be avoided by the substitution of some other legatee to take the legacy if the event which occasions the lapse occurs. Such a substitutionary gift is often introduced by a direction that the legacy is not to lapse, but is to go to the substituted legatee. In such a case the introductory words are, of course, quite inoperative, unless followed by the substitution of another legatee, but if so followed they are not construed as an attempt to exclude the rule of law as to lapse, but as indicating an intention to avoid the consequences which a lapse would otherwise entail by substituting another legatee. A good instance of this construction will be found in the case of *Sibley v. Cook* (*ubi supra*). In the present case, apart from authority, it seems to me to be reasonably clear that the testatrix is providing that, in the event she is contemplating, the benefit of the gift which the legatee cannot take because of the general law is to go to the person or persons who would have benefited thereby if the legatee had survived her and died immediately afterwards. I see no objection to such a provision on the ground of uncertainty. A testator may provide that if a legacy to A shall lapse, it shall go to A's legal personal representatives. Such a provision will be good though it may be open to question whether on the terms of the particular will legal personal representatives are to be construed strictly so that the gift ensures for the benefit of A's residuary legatees, or are to be construed as meaning A's next of kin. See *Bridge v. Abbot* (1791, 3rd Brown's Chancery Cases, page 224) and *Palin v. Hills* (*ubi supra*). Similarly a testator may, I think, provide that if a legacy to A shall lapse it shall go to the persons who would have taken the benefits of it on the hypothesis that the legatee survived the testator and died immediately afterwards, or died intestate immediately afterwards, or that the testator's death occurred immediately before the death of the legatee. In any of those cases the person to take could be readily ascertained though they might not be the same persons in each case, and it must be remembered that in every case the persons to take will take under the testator's will and not under the will or intestacy of the legatee, and will be just as liable to the general law as to lapse as was the original legatee. It is said, however, that I am not at liberty to put this construction on the will, because of the decision of the Court of Appeal in *Re Scott* (1900, 1 K. B. D., p. 228). This was a decision as to the meaning and effect of the 33rd section of the Wills Act, and is of course binding on me as to the true meaning and effect of that section. But I do not think it is binding on me as to the meaning of a clause in a particular will, even though such clause may be almost word for word the same as the section in question. The Legislature can do anything. If it enacts that a gift shall not lapse, it will not lapse, notwithstanding the general law. The case in question merely decides that the Legislature meant what it said as to certain gifts not lapsing, and that the words of explanation which follow did not have the effect of substituting other legatees for the primary objects of the testator's bounty. In construing, however, the provisions of a will we must start from the fact that the testator, unlike the Legislature, is unable to overrule the general law, and where, after a direction that a gift is not to lapse there are found explanatory words such as are contained in the 33rd section of the Wills Act it appears to be in accordance with common sense and sound canons of construction alike to look upon them not as intended to indicate what the testator thinks will be the result of actually preventing a lapse, which he cannot do, but what his wishes are in case a lapse actually takes place. I do not think, therefore, that the case cited binds me to put on the will in the present case a construction which I should not have put on it apart from authority. I was also pressed with the decision of Mr. Justice Swinfen Eady in *Re Greasley's Settlement* (1911, 1 Ch., page 358). In that case no question of lapse could arise at all for the gift was to named persons, or such of them as should be living at the death of the survivor of the testatrix and her husband. In other words, in the events which happened, it was a class gift. The will, however, contained a proviso which the learned judge construed as an attempt to enlarge the class by the inclusion of a person who predeceased the testator. I doubt whether such a case can have any bearing at all on the construction of a clause obviously designed to prevent the consequences of a lapse. On the other hand, the decision of Mr. Justice Joyce in *Re Clunies-Ross, Stubbings v. Clunies-Ross* (1912, SOLICITORS' JOURNAL, p. 252) is an express authority in favour of the validity of such a clause as I have to construe in the present case. I hold, therefore, that there is no intestacy, but a good substitutionary gift in favour of the person or persons who would have taken if the legatee had survived the testatrix, or died immediately afterwards. I am glad to come to this decision, because there can be no doubt that clauses such as the clause in the present case have become almost common form clauses in wills.—COUNSEL: *H. S. Bompas; Gover; P. F.*

Stokes. SOLICITORS, Ridsdale & Son, for Sutcliffe, of Hebden Bridge.

[Reported by L. M. MAY, Barrister-at-Law.]

*Re THE EMPIRE GUARANTEE AND INSURANCE CO. (LIM.),
Re THE ASSURANCE COMPANY'S ACT, 1909. Swinfen Eady, J.
2nd March.*

**PRACTICE—DRAWING UP ORDERS—DELAY—RULES OF THE SUPREME COURT
ORDER 62, R. 14 (A).**

Under the new rule 14 (a) of order 62 of the Rules of the Supreme Court, it is the duty of the Registrar, if the order has not been drawn up at the end of a period of fourteen days from the date of the judgment, to report to the judge so soon as the fourteen days have elapsed since the order was made that the order has not yet been drawn up and entered.

This was a motion to vary the minutes of an order made on the 16th of January, on a petition for the payment out of court of a sum of £20,000, deposited in court by the Empire Company under the Life Insurance Act, 1899. The company had entered into an agreement with the Royal Exchange Assurance Co. for the transfer of all their life business to the latter company, who had issued new policies in exchange for those issued by the Empire Company in consideration of the Empire Company paying them £5,600, which was charged upon the funds in court. All but five of the policy-holders had accepted the new policies. The Empire Company had created other charges on the fund in favour of the National Provincial Insurance Corporation, who had submortgaged to the Manchester and Salford District Bank. The order made provided for setting apart certain sums of Consols to provide for the policies of the dissentient holders, transferring Consols to the Royal Exchange Co. in satisfaction of their claim, and transferring the residue of the fund to the bank. Minutes were given out by the registrar shortly after the petition was heard, but the minutes were discussed between the parties, who finally agreed upon minutes which the judge held to be practically a new order. The bank moved for an order, according to the agreed minutes. The case is noted simply for the sake of the judge's ruling as to the practice under ord. 62, r. 14 (a), which was added to the rules in 1910, and provides as follows:—"Every judgment or order shall, unless otherwise ordered, be drawn up and entered within fourteen days from the date thereof, and if any judgment or order shall not have been drawn up and entered within the time aforesaid, the registrar responsible for the drawing up of such order shall report to the judge in writing as to the reason why the provisions of this rule have not been complied with, and whether in his opinion any and which of the parties or their solicitors are responsible for the delay, and thereupon the judge may direct such parties or solicitors to attend before him, and may, unless a satisfactory explanation be forthcoming, make such order as to the payment of all or any part of the costs of drawing up and entering the judgment or order as he shall think fit. He may also direct that as against any party responsible for such delay, the time for appealing from such judgment or order shall run as from the date when the same ought to have been drawn up and entered in accordance with this rule."

SWINFEN EADY, J., after stating all the facts and dates, and that there were, in his opinion, objections fatal to the form of the order as proposed to be taken now, proceeded to read ord. 62, r. 14 (a), under which, owing to the delay since the judgment this new order was proposed to be taken. He said that this rule must be observed. It was intended to prevent the delay as to which complaints had been made in drawing up orders in the Chancery Division. He added: In my opinion, it is the duty of the registrar, as soon as fourteen days have elapsed, to report the delay to the court; it is not his duty to wait week after week, and see whether the parties assist in settling and passing the order, and then subsequently report delay. That is not the meaning of the order. The order means that when a fortnight has elapsed, and the order has not been passed and entered, it is then the duty of the registrar to draw the attention of the judge to the delay at once. I make these observations because I am not sure that that is the view always entertained in the registrar's office. From reports that have been made to me, it has appeared that there has been delay in settling orders, and I have heard nothing of it until after a lapse of several weeks, and then *ex post facto* it is reported the order has now been passed and entered, and there has been delay. That is not the intention of the order. In my opinion it is the duty of the registrar, when fourteen days have elapsed, to report the matter at once to the judge as a delay case, and not to let the matter drift on while the parties are negotiating, and sending minutes to the country, and not having received instructions, and various other matters are occurring which cause delay in the registrar's office. Upon this motion I can make no order.—COUNSEL, *Hon. Frank Russell, K.C., and H. B. Howard; Gore-Browne, K.C., and Howard Wright; Bischoff; Sargent; Tomlin. SOLICITORS, Crosley & Burn; Freshfields; Bischoff, Cox, Bompas, & Bischoff; The Solicitor for the Board of Trade; Sharpe, Pritchard, & Co.*

[Reported by L. M. MAY, Barrister-at-Law.]

Re ATLAY. ATLAY v. ATLAY. Eve, J. 29th March.

WILL—SPECIFIC LEGACY—MISDESCRIPTION—SHARES IN A COMPANY—AMALGAMATION WITH ANOTHER COMPANY—EXTRINSIC EVIDENCE—ADMISSIBILITY.

By her will, made in 1907, a testatrix gave to her son all the shares

in the W company belonging to her at the time of her decease. There was no company of that name in existence at the date of the will nor at the death of the testatrix in 1911, but for some years prior to 1900 the testatrix had held shares in the A company, and in that year the W company was amalgamated with the A company, the testatrix receiving shares in the latter company in exchange for her shares in the absorbed company, which she still held at the date of her death.

Held that the shares in the A company did not pass to the specific legatee, but fell into the residue.

This was an adjourned summons asking whether certain shares in a company passed under a specific bequest to the legatee. By her will made in 1907 the testatrix, who died in 1911, bequeathed to her son "All the 6 per cent. preference shares of £1 each, fully paid, of and in the undertaking known as John Basley White & Brothers (Limited), which shall be held by, or belong to, me at the time of my decease." In 1900 the company known as John Basley White & Brothers (Limited) was amalgamated with the Associated Portland Cement Manufacturers (1900) (Limited), and thereupon eighty 5½ preference shares in the latter company were allotted to the testatrix in exchange for her shares in the absorbed company. These substituted shares were still held by the testatrix at the time of her death in 1911, but neither at the date of her will, nor at the time of her death, was the company known as John Basley White & Brothers (Limited) in existence. The question therefore arose whether the substituted shares passed under the bequest to the specific legatee. The case of *Re Jameson* (1908, 2 Ch. 111) was referred to in which Eve, J., held, in similar circumstances, that the substituted shares passed to the specific legatee.

EVE, J.—In this case the testatrix bequeathed to her son certain shares in a company which was not in existence at the date of her will, or at the time of her death, and the question is whether certain substituted shares in another company passed under the gift. The testatrix held no shares in John Basley White & Bros. (Limited) at the time of her death, and therefore there is no room for the admission of extrinsic evidence as to what shares she held, or as to the history of the company. Extrinsic evidence is only admissible in these cases where there is an ambiguity latent or patent, or where there is a misdescription. Here there is no ambiguity or misdescription. Supposing the testatrix had bequeathed shares in some company which was in existence, but she only held shares in a company of a similar name, I doubt if extrinsic evidence would be admissible to show that the gift was intended to operate on the shares which she held in the latter company. I am not, however, driven to consider that question. Here there was in existence a company down to 1900 in which the testatrix held shares, but that company was not in existence at the date of the will, or at the time of her death. The question, therefore, was, aye or nay, did the testatrix hold the shares specified in the gift at the date of her death. I must answer the question in the negative.—COUNSEL, *Fischer Williams; Northcote. SOLICITORS, Lee & Pemberton.*

[Reported by S. E. WILLIAMS, Barrister-at-Law.]

*Re SEARLE, Deceased. BROOKE v. SEARLE. Neville, J.
1st March.*

LANDLORD AND TENANT—TENANCY "FOR TWO YEARS CERTAIN, AND THEREAFTER FROM YEAR TO YEAR"—WHEN DETERMINABLE—NOTICE TO QUIT—TENANCY DETERMINABLE BY EITHER PARTY ON THREE MONTHS' NOTICE.

A tenancy "for two years certain, and thereafter from year to year" is determinable on notice expiring at the end of the third year, or at the end of any subsequent year.

The defendant was the sole executrix of the will of Mr. Searle, who died in December, 1909, and whose estate was being administered by the court in a creditors' action. On the 12th of June, 1909, one Phillips let to the testator part of certain business premises at the rental of £400 a year, and on the same day let a further part of the same premises to the testator at a rental of £80 a year. In each case the tenancy was "for the term of two years certain from the 24th of June, 1909, and thereafter from year to year until either party shall give to the other three calendar months' notice of his determination to terminate the tenancy hereby created." On the death of the testator the defendant continued in possession of the premises, and under a notice from Phillips' mortgagees, paid the rents to them from the 29th of September, 1910, to Midsummer, 1911. About February, 1911, the defendant vacated the premises, and on the 21st of June, 1911, tendered the keys to the mortgagees, alleging that the tenancies expired on the 24th of June. The mortgagees declined to accept the keys, asserting that the tenancies did not expire on that date. On the 20th of October the mortgagees took possession of the vacant premises under the proviso for re-entry in the tenancy agreements, and then made a claim against the testator's estate for a quarter's rent from the 24th of June to the 29th of September, 1911, and for mesne profits from the latter date to the 20th of October, when they took possession. The defendant took out a summons to determine the question. Counsel for the defendant contended that the tenancy being for a term of two years "certain," was determinable at the end of the second year, and under the circumstances determined at Midsummer, 1911. He referred to *Thompson v. Madely* (1811, 2 Campbell 573), *Langton v. Carleton* (1873, L. R. 9 Ex. 57), *Brown v. Symons and Another* (1860, 8 C. B. 25, 209). Counsel for the mortgagees relied on *Cannon Brewery*

Co. v. Nash (1898, 77 L. T. 648). He also referred to *Doe d. Spicer v. Lea* (1809, 11 East 312), and *Doe d. Chadborn v. Green* (1839, 9 A and E 658).

NEVILLE, J., after stating the facts, held on the authorities that the tenancy was not determinable at the expiration of two years, but was for a term determinable on notice at the end of one year from Midsummer, 1911, or at the end of any subsequent year. The claim was, therefore, allowed.—COUNSEL, J. Eustace Harman; E. A. Hurst. SOLICITORS, Stanley Evans & Co.; Vincent J. Westlake. [Reported by L. M. MAY, Barrister-at-Law.]

Re JOHN DIXON, Deceased. DIXON v. DIXON. Neville, J. 9th Feb.

WILL—CONSTRUCTION—GIFT OF ALL MY REAL AND PERSONAL ESTATE WHATSOEVER ABSOLUTELY—DIRECTIONS TO PAY DEBTS—POWER OF DISPOSAL—THE "RESIDUE" TO BE DIVIDED.

A testator gave to his wife so long as she remained his widow, "all my real and personal estate whatsoever absolutely," and at her death, or on her remarriage, the "residue" thereof was to be divided between his brothers and sisters.

Held, that the wife took only a life estate.

This was a summons to determine the construction of the following words in a will:—"I give and bequeath unto my dear wife, Thomasine Dixon, so long as she remains my widow, and does not remarry, all my real and personal estate whatsoever absolutely, and at her death, or on her remarriage the residue thereof to be divided equally between the four children of our marriage." The question was what estate the wife took. Counsel for the remaindermen argued that the word "residue" in this will had the same meaning as the word "remainder" in the case of *Re Holden, Holden v. Smith* (1888, W. N. p. 33). In that case Kay, J., decided that a trust to pay debts, and subject thereto a gift of "all my personal estate unto my wife for her own use and benefit as long as she may live," and on the death of his wife all the "remainder" of his personal estate to go between his brothers and sisters only gave the wife a life estate. In the report of the case in 57 L. J. Ch., at p. 48, Kay, J., says, "I think the word 'remainder' is sufficiently explained by that direction to pay debts." Counsel for the widow argued *contra*. He relied on *Re Willatts, Willatts v. Astley* (1905, 1 Ch. 378, and 1905, 2 Ch. 135), as showing that the widow took more than a life estate.

NEVILLE, J., after stating the facts, said: This case does go rather farther than *Re Holden* (*supra*). There is the word "absolutely." But, on the whole, I am of opinion that the word "residue" in this will must be explained in the same way that Kay, J., explained the word "remainder" in *Re Holden* (*supra*). Accordingly, I hold that the wife takes only a life estate.—COUNSEL, Young; Tomlin; Sheldon. SOLICITORS, Spencer, Clarkson & Co.

[Reported by L. M. MAY, Barrister-at-Law.]

High Court—King's Bench Division.

MARTINEAUS (LIM.) v. ROYAL MAIL STEAM PACKET CO. (LIM.). Scrutton, J. 3rd April.

SHIP—BILL OF LADING—GOODS SHIPPED "IN APPARENT GOOD ORDER AND CONDITION"—DAMAGE BEFORE GOODS RECEIVED ON BOARD—ESTOPPEL.

Where goods are shipped under a bill of lading containing a statement that they are shipped "in apparent good order and condition," and are delivered damaged by an external cause, and the shipowner cannot prove that the damage was caused by an excepted peril, the shipowner is estopped from proving that the goods were damaged externally when shipped.

Compania Naviera Vasconzada v. Churchill & Sim (1906, 1 K. B. 237) followed.

The plaintiffs were indorsees of two bills of lading, dated the 24th and 25th of August, 1911, under which 2,160 bags of sugar were shipped on board the defendants' steamship *Catalina* at Puerto, Mexico, for carriage to London. When the cargo was shipped, the master of the s.s. *Catalina* signed bills of lading by which he acknowledged to have received the goods "in apparent good order and condition." When the goods arrived in London it was found that the entire shipment was damaged and deteriorated, as the plaintiffs alleged, by sea water. The plaintiffs claimed damages for the difference between the weight of the sugar received and the weight invoiced. The defendants denied that the goods were damaged by sea water as alleged, and said that the contents of the bags were moist, and liable from their inherent nature to leak, melt, evaporate, or lose weight during the voyage. They also said that the bags were leaky, and were marked with a red stripe so as to cause the sugar to be discoloured, and that if any sugar was delivered in a damaged condition, such damage arose from one or other of these causes. They also relied upon a condition in the bill of lading which provided as follows: "The weight, contents, marks, values, and numbering of the packages are unknown to the company, who are not bound by the description in the margin." On the day before the trial the plaintiffs gave notice of their intention to rely upon

the plea that even if the goods were not shipped in apparent good order and condition, the statement in the bills of lading that the goods were so shipped was made with the knowledge and intention that it should be acted upon by any buyers into whose hands the bills of lading might come, and they stated that they had acted upon the statement in the bills of lading, as to the condition of the goods, to their detriment, and that therefore the defendants were estopped from saying that the goods when shipped were not in apparent good order and condition. They relied upon the judgment of Channell, J., in *Compania Naviera Vasconzada v. Churchill & Sim* (*supra*), in support of this contention. The learned judge found, as a fact, that the sugar had been externally damaged before shipment by both fresh and salt water. It was contended on behalf of the defendants that, as the bill of lading contained the words "contents unknown," the master might accurately sign the bill of lading "sacks of sugar shipped in apparent good order and condition," for the contents might be wet sugar, the drainage from which would wet and stain the bags, which would, notwithstanding, be in apparent good order and condition as bags of wet sugar. *Cur. adv. vult.*

SCRUTTON, J. (in the course of his judgment), said he found that certain sugar was brought in lighters alongside the steamer in a river in Mexico close to the sea. The bags were then in such a state that the mate recorded at the time, "Very wet and stained by contents." When the vessel arrived in London it was found that the bags were much stained, and the contents damaged partly by moisture and partly by the leakage of moisture through red marks on the bags, which had, because of the moisture, stained the sugar. He had come to the conclusion that the sugar had been externally damaged before shipment by water, both fresh and salt, probably coming from some leakage in the lighters and from rain; and that the sugar itself was a dry (as opposed to a wet) sugar, with no molasses in it or appreciable drainage from it. He was relieved from considering many of the difficult questions which had arisen as to the position of an indorsee who took such a bill in relation to the shipowner, by their discussion and decision of Channell, J., in the case of *Compania Naviera Vasconzada v. Churchill & Sim* (*supra*). That decision was sufficient to raise the estoppel which prevented the ship from proving, in accordance with the fact, that the goods were in bad condition externally when shipped, and obliged them to admit that the goods were apparently in good external condition, which was inconsistent with their being wet from external causes and stained by sugar melting owing to the wet. If so, goods shipped apparently in good order and condition were delivered damaged by an external cause, and the shipowner could not prove that an excepted peril caused the damage. The shipowners could, in Churchill's case, have proved that no oil got at the timber during the voyage, and here there was an admission that no water got at the sugar during the voyage; but under Churchill's case the defendants were prevented from using the proof or admission, because it was inconsistent with their own statement to the contrary, on which the indorsees had acted to their detriment. Under Channell, J.'s decision the plaintiffs were entitled to the difference between the value of the sound sugar and the sugar as delivered, which he assessed at £628 11s. 8d. They further claimed £134 0s. 9d., the difference between the invoiced weight of the sugar and the weight delivered. They had, however, only to pay for "delivered weight," and there was no evidence before the court of the weight actually shipped. He therefore dismissed this part of the claim, and gave judgment for £628 11s. 8d. and £5 16s. 1d., value of those bags short delivered, making a total of £634 7s. 9d. with costs.—COUNSEL, Bailhache, K.C., Leck and Rueburn; Holman Gregory, K.C., and Dunlop. SOLICITORS, William A. Crump & Son; Holman, Birdwood, & Co.

[Reported by LEONARD C. THOMAS, Barrister-at-Law.]

Bankruptcy Cases.

Re HART. Ex parte THE TRUSTEE. Phillimore, J. 1st April.

BANKRUPTCY—VOLUNTARY SETTLEMENT—PURCHASE FROM DONEE UNDER VOLUNTARY SETTLEMENT AFTER ACT OF BANKRUPTCY BY SETTLOR—BANKRUPTCY ACT 1883 (46 & 47 VICT., c. 52), s. 47.

The bankrupt made a voluntary transfer of shares to his daughter within two years before his bankruptcy. After he had committed an available act of bankruptcy, the daughter transferred the shares to a bona-fide purchaser for value who had no notice of the act of bankruptcy.

Held, that the latter transferee was not entitled to retain the shares, for the voluntary transfer became void, and the shares became the property of the trustee at the date of the commission of the act of bankruptcy, after which date the daughter had no property in the shares to transfer.

Motion by the trustee in the bankruptcy to set aside a transfer of certain shares in Hart's Accumulation Company (Limited) by the bankrupt to his daughter, Evelyn Hart, on the 14th of October, 1909, as a voluntary settlement; and to set aside a further transfer of the same shares for value by Evelyn Hart to Flora Lomas, made on the 13th of April, 1910, on the ground that it was made after the commencement of the bankruptcy when the said shares were already the property of the trustee. On the 26th of September, 1909, Green, the petitioning creditor, issued writs against the bankrupt for £301 and £180. On the 14th of October, while these actions were pending, the bankrupt

made the transfer impeached for a nominal consideration of ten shillings, and also transferred another block of shares to his son. On the 14th of November he executed a charge in favour of his wife on all the residue of his property to secure a debt of £2,926. Judgment was given against him in both actions on the 18th of February, 1910. On the 31st of March he committed an act of bankruptcy by non-compliance with a bankruptcy notice, and a petition was presented against him on the 4th of April. On the 13th of April Evelyn Hart transferred the shares in question to Flora Lomas for good consideration, and Flora Lomas had no knowledge of the act of bankruptcy committed by Hart. On the 22nd of April a receiving order was made against Hart, and he was adjudicated bankrupt upon the 13th of May. Counsel for the trustee contended that the transfer by the bankrupt to his daughter was a voluntary settlement, for the only consideration appearing in the transfer was the sum of ten shillings, and the only consideration suggested by the daughter when she was privately examined under section 27 was a promise by her father to give her something as remuneration for having kept house for him. That settlement, being voluntary, became void upon the settler becoming bankrupt within two years of the date of the settlement. He became bankrupt upon the 31st of March, when he committed the act of bankruptcy upon which the receiving order was afterwards made. The trustee's title related back to that date, consequently on the 13th of April, when Evelyn Hart purported to transfer the shares, they were no longer her property to transfer. He cited *Re Carter & Kenderdine's Contract* (1897, 1 Ch. 776), *Re Vansittart, Ex parte Brown* (1893, 2 Q. B. 377), and *Re Brall, Ex parte Unton* (1893, 2 Q. B. 381). It was admitted that Miss Lomas had no notice of any act of bankruptcy, but she could not avail herself of the protection given by section 49 because the transaction was not one between her and the bankrupt. Counsel for Miss Lomas contended that the transfer of 1909 was not void before the trustee came into existence, and urged that section 47 ought not to be construed so as to destroy the title of a bona-fide purchaser for value unless such construction was inevitable. He cited *May on Fraudulent Conveyances*, 3rd ed., p. 252, *Genge v. Milbanke* (9 Ves. 195), *Danberry v. Cockburn* (1 Mer. 638), and *Morewood v. South Yorks Railway Co.* (3 H. & N. 798).

PHILLIMORE, J.—The transfer by the bankrupt to his daughter was voluntary upon her own shewing, and the question now arises whether a bona-fide purchaser for value from the donee under a voluntary settlement is entitled to retain the property. The dates in the case are of importance: the first transfer was made on the 14th of October, 1909, the act of bankruptcy was on the 31st of March, 1910, and the receiving order on the 22nd of April, 1910. On the 13th of April, 1910, after act of bankruptcy committed and petition presented, the second transfer was made. The trustee's title relates back to the date of the act of bankruptcy. If Miss Lomas is entitled to hold this property everybody who takes a bankrupt's property after the commencement of the bankruptcy will be entitled to hold it. No doubt it is hard upon Miss Lomas, but she is only in the same position as those who buy chattels from persons who have no title to them. Section 47 of the Bankruptcy Act, 1883, enacts that any voluntary settlement shall, if the settler becomes bankrupt within two years, "be void against the trustee in bankruptcy." The Court of Appeal has decided in *Re Carter & Kenderdine's Contract* (supra) that "void" does not mean void *initio*, nor does it mean that a conveyance or transfer of the property comprised in the settlement made before any act of bankruptcy committed by the original settler shall be impeachable. At any rate, until there is a title in the trustee in bankruptcy the settlement must be deemed to be good, and a transferee thereunder can keep the property. In the present case a trustee has arisen within the two years, his title relates back to the act of bankruptcy, and consequently he can avoid this transfer. At the time when the bankrupt's daughter purported to assign she had no property which she could assign. It is clear from the judgments in *Re Carter & Kenderdine's Contract* that at the date of the transfer these shares were the property of the trustee, for the original settlement was "void as against the trustee in bankruptcy from the date of the accrual of his title, or, in other words, void from the date of the act of bankruptcy to which the title of the trustee relates back." Application allowed.—COUNSEL, Frank Mellor; Hansell. SOLICITORS, James Turner; Edwards, Herne & Co.

[Reported by P. M. FRANKS, Barrister-at-Law.]

Re ATHERTON. Phillimore, J. 28th March.

BANKRUPTCY—PRACTICE—PUBLIC EXAMINATION—QUESTIONS TENDING TO CRIMINATE THE BANKRUPT—BANKRUPTCY ACT 1883 (46 & 47 VICT., c. 52), SECTIONS 17, 69—BANKRUPTCY ACT, 1890 (53 & 54 VICT., c. 71), s. 27.

A bankrupt who is under a criminal charge is bound to answer questions put to him by the official receiver at his public examination relating to such charge even though they may tend to criminate him. The usual practice in such cases is not to press such questions, but to adjourn the public examination until after the trial of the bankrupt in the criminal charge. Such practice, however, will not be followed in cases where an application to extradite the bankrupt, or to hand him over to the authorities of a colony, is pending; or where for other reasons it is desirable that the examination should be proceeded with without delay.

In this case the bankrupt had filed his own petition in the county court at Chester, but prior to the filing of his petition he had been arrested in London on a charge of robbing the Dominion Express

Company by converting cheques and money orders received by him as agent or servant of the company, and he was held in custody pending application for an order for his delivery over to the Canadian Government under the Fugitive Offenders Act. The public examination had consequently been held in the London Bankruptcy Court under the provisions of section 118 of the Bankruptcy Act, 1883, which enables one court having jurisdiction in bankruptcy to act in aid of another. The official receiver for the Chester district conducted the examination, and in the course of his examination put questions to the bankrupt, to which the bankrupt objected as tending to criminate him in reference to the offence with which he had been charged. The registrar before whom the examination was held referred the matter to Phillimore, J., for his directions, reporting that the practice in London was, when a bankrupt was in custody or under remand on a criminal charge, not to press such questions while the charge was hanging over the bankrupt, but to adjourn the public examination until after the trial. Such practice could not be followed in the present case, owing to the possibility of the bankrupt being removed to Canada. Counsel for the bankrupt contended that when a bankrupt was already in custody on a criminal charge he ought not to be compelled to answer questions which might cause his conviction, and that in any case sections 17 and 69 of the Bankruptcy Act, 1883, only contemplated that he should be compelled to answer questions relating to criminal charges under the Debtors Act, 1869; or to misdemeanours or felonies connected with his bankruptcy, which would affect his discharge: *Re Hedley* (1895, 1 Q. B. 923, 43 W. R. 464). The official receiver contended that section 17 of the Act of 1883, and section 27 of the Act of 1890, clearly shewed that the bankrupt must answer all questions as to his conduct, dealings or property. He cited *Re a Solicitor* (38 W. R. 535; 25 Q. B. D. 17).

PHILLIMORE, J.—This is a case of a public examination under section 17 of the Bankruptcy Act, 1883, which provides in sub-section 1 that the debtor "shall be examined as to his conduct, dealings, and property," and in sub-section 8 that "it shall be his duty to answer all such questions as the court may put, or allow to be put, to him." Those words in themselves are wide enough, but I have also the authority of the cases of *Re a Solicitor* (25 Q. B. D. 17), *Reg. v. Erdheim* (44 W. R. 607, 1896, 2 Q. B. D. 260), and *Reg. v. Scott* (4 W. R. 777), which decide that those words mean what they say. A bankrupt must answer all questions which the court may put, or allow to be put, to him, whether they tend to criminate him or not, even such a question as, "Have you committed a crime?" The only really strong contention on behalf of the bankrupt is that under section 69, sub-section (1), the duty of the official receiver is to investigate the conduct of the bankrupt, and to report to the court whether there is any reason to believe that the debtor has committed any act which constitutes a misdemeanour under the Debtors Act or under the Bankruptcy Act; and, therefore, it is no part of his business to ask questions as to charges of criminal misconduct which do not come under those Acts. I do not think that the declaration of the official receiver's duties in section 69 in any way limits the powers of general investigation into conduct given by section 17. I see no reason why the bankrupt in this case should not answer the questions which have been put to him. The registrar has referred the point to me, because the practice in London has been, where a man has been charged with a crime, not to press such questions as these on the public examination, as the bankrupt can be brought up again on adjournment after he has been tried. It is a practice prevailing out of tenderness to the bankrupt, and might in some cases lead to mischief where it was desirable to proceed with the examination at once. Anyhow, it is only a rule of convenience and tenderness, and though I hope, as a rule, it will be followed, I see there may be cases where it need not be followed. But in cases where the bankrupt is likely to be extradited, or to be handed over to Colonial authorities under the Fugitive Offenders Act, it is the duty of the official receiver to proceed with the examination before the bankrupt leaves the country. Historically, the rule that a man cannot be compelled to answer questions tending to criminate him, has never been applied where the alleged crime has been committed abroad. Crime in a colony is for this purpose the same as crime committed in a foreign country. The official receiver has the right to examine the bankrupt as to his conduct to see whether he has done anything which the court may have to take into consideration in deciding upon his discharge, and the crime charged in this case is one which the court would have power to take into consideration upon an application for discharge. Apart from that, the official receiver has power to ask questions relating to the property of the bankrupt, and in the present case it is alleged that the debtor has converted securities into money; other securities or valuable chattels and those things are *prima-facie* assets of the bankrupt's estate. It may be that orders will be made for restitution, or that applications to follow these assets as trust property may succeed, but until such orders are made these assets form part of the bankrupt's estate.—COUNSEL for the bankrupt, Macaskie. SOLICITORS Lloyd, Richardson, & Co.; The Official Receiver for the Chester District in person.

[Reported by P. M. FRANKS, Barrister-at-Law.]

It is announced that from Monday next Mr. Gill, at present sitting at the Thames Police Court, will sit at the Tower Bridge Police Court in place of Mr. Rose, who has resigned. Mr. Leycester will take Mr. Gill's place at the Thames Court.

Societies.

The Law Society.

A special general meeting of the members of the society will be held in the hall of the society, on Friday, the 26th April, 1912, at 2 o'clock, for the purposes hereinafter mentioned.

The debate on Mr. Rubinstein's motion at the January special general meeting stands adjourned to this meeting. His motion was as follows:—“(a) the experimental working of compulsory registration of title in the county of London since January, 1899, has proved that the system is complicated, dilatory and costly, (b) the amendments recommended by the report of the Royal Commission on Land Transfer are not calculated to and cannot remove defects which are fundamental, and (c) accordingly this meeting recommends the council to take into serious consideration the question whether or not the Privy Council should not now be asked to exercise its power of rescinding the order applying compulsion to the county of London, and thus relieve London property owners from the burden of having to find £50,000 a year for the upkeep of the Land Registry Office. 2. That having regard to the fact that the system of registration of title, notwithstanding that it has been available in this country since 1862, has never succeeded in securing the confidence of property owners and is to-day more distrusted than ever, this meeting desires to record its conviction that the time has come for recognizing the fact that the Land Registry Office is unable to justify its existence and should consequently be brought to an end.”

Mr. F. Brinsley Harper will move:—“That it be referred to the council to consider and report to the society whether in their opinion the collection of rents and debts by solicitors on the terms of a commission being paid on the amounts recovered is unprofessional conduct on the part of such solicitors.”

Mr. Charles Ford will move:—“That members having on the agenda paper for a general meeting notice of a question, shall have the option of speaking on such question for not longer than five minutes, when putting such question.”

Mr. Charles Ford will ask the president:—“Whether he can give the profession any information as to the Government filling up the two vacancies on the judicial bench caused by the death of Mr. Justice Grantham and the resignation of Mr. Justice Lawrence.”

Mr. F. Brinsley Harper will ask: “Whether in the opinion of the council it is not desirable that the decisions of the official referees under the Finance Act, 1910, should be published; and, if so, whether the council will endeavour to get the official instructions under the Act amended accordingly.”

Solicitors' Benevolent Association.

The usual monthly meeting of the board of directors of the above association was held at the Law Society's Hall, Chancery-lane, London, on the 17th inst., Mr. Richard S. Taylor in the chair, the other directors present being Sir Henry J. Johnson and Messrs. S. P. B. Bucknill, W. Cheesman (Hastings), T. S. Curtis, A. Davenport, T. Dixon (Chelmsford), W. Dowson, Hamilton Fulton (Salisbury), C. Goddard, W. H. Gray, J. R. B. Gregory, L. W. N. Hickley, C. G. May, and W. M. Walters. A sum of £490 was distributed in grants of relief, three new members were admitted, and other general business was transacted.

Law Students' Journal.

The Law Society.

INTERMEDIATE EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Intermediate Examination held on 27th and 28th March, 1912.

A candidate is not obliged to take both parts of the examination at the same time.

FIRST CLASS.	
Angus, George Roddam	Freedman, Abraham Hyman
PASSED.	
Batten, Joseph Keith	Hands, Edward
Bowen, Leslie Harold, B.A. (Cantab.)	Harvey, Cyril
Brooks, Frank Smith	Large, Ernest Charles
Davis, Owen John	Leach, Stewart Lankester
Farrer, Harold Marson, M.A. (Oxon.)	Morley, Frederick Bryan
	Partington, James Fisher
	Smerdon, George Milman
	Tompkins, Karl
	Weston, Arthur Reginald Astley
	Williams, Alun
THE FOLLOWING CANDIDATES HAVE PASSED THE LEGAL PORTION ONLY:—	
Agius, Arthur Joseph John Paul	Atkinson, Joseph Albert
Amos, Lewis	Baird, Eric John
Armstrong, Cecil Hugh	Baker, Alan Clifford
Aston, Walter Vincent	Baker, Harry John
Atkinson, Bernard Stewart	Barber, Sydney



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Batt, Dorrington Charles	Jones, William David Pryce
Bickle, Norman John	Kelley, William Henry
Bloomer, Hugh Sudell	Kempson, William Robert
Booth, Gerald Astley	Kendall, Harold
Bower, Basil Cedric	Langley, Colin Kendall, B.A. (Oxon.)
Bray, Reginald Davies	Lee, George Harry
Challenor, Oscar Bernard	Lee, Alan Trevelyan
Chapman, James Taylor	Le Blond, Royston Cecil Gamage
Cooper, John Noel	du Plessis, B.A. (Cantab.)
Cornish, Alfred James	Leviensky, Henry Adam Telfer
Cosgrove, Norman Reseigh	Lingard, Claude Frank
Cox, John Ernest	Ludlam, Frank
Cripwell, Cyril James	Macmin, Arthur Defreyne
Davies, Philip Edgar	Mainprice, Francis Henry
Day, Richard	Mason, George William Steel
Dodd, Ernest Leigh	Measures, Richard John
Druitt, Geoffrey Tremenehere	Moorwood, John, B.A. (Oxon.)
Duff, Douglas Garden, B.A. (Cantab.)	Morris, Frederick
Edwards, Eric Wilson	Nield, Douglas Harold
Eldridge, Horace Malcolm	Norman, Charles Rothwell
Ellis, Frederic Robbins	Ollard, John William Arthur
Evans, Thomas Forcer	Parry, Frederick Lewis, B.A. (Wales)
Finch, James Bass	Passey, John
Fovargue, Reginald West	Pengelly, Ivan Reginald
Foy, William Archibald	Perry, John Cyril, B.A. (Cantab.)
Freeman, George William	Phillips, Cyril St. John
Gavin, Stanford	Pugh, Mervyn Phippen
Gosling, Henry	Rogers-Tillatone, John Henry
Goss, Hubert John	Rollason, Arthur Gilbert
Greville-Smith, Cyril Howard	Rose, Reginald George
Hamilton-Richards, Ernest	Sherman, Alfred
Harden, William Wallace	Stockton, James Godfrey
Harland, Charles Cecil, B.A. (Oxon.)	Strelitskie, David Louis
Harris, Donald Frank	Tanqueray, Frederic Baron
Hartley, Cecil Richard, B.A. (Cantab.)	Thomas, William Oliver
Henderson, Charles Conway	Thornewell, John Miles Hammond, B.A. (Oxon.)
Henderson, Gordon Alfred	Walford, Eric Osborn
Hudson, Richard Arthur	Wayne, Francis Harold
Humphreys, Dudley Francis	White, Thomas Reginald
Hutchinson, Noel Wilfrid, B.A. (Cantab.)	Wilson, Reginald Morrice
Ingham, Reginald Thomas	Worthington, Walter Gustavus, B.A. (Oxon.)
Isard, Cyril Bickford	Wright, Geoffrey Francis
Jackson, Thomas	

No. of candidates ... 173 Passed ... 113

THE FOLLOWING CANDIDATES HAVE PASSED THE TRUST ACCOUNTS AND BOOK-KEEPING PORTION ONLY:—

Alock, Empson, B.A. (Oxon.)	Durant, William Maitland, B.A. (Cantab.)
Allen, Thomas Freeth	Dyer, Herbert
Bloom, Frederick Hyman	Eastley, Charles Mortimer
Bretherton, Arthur Augustus	Edwards, Ernest
Briscoe, Ralph Angus Nugent, B.A. (Cantab.)	Essenhig, Harry Streeter
Bryan, Guy Willoughby Stawell	Farrant, Sidney George
Cartwright, Henry Joseph	Gamage, Leslie Carr, B.A. (Oxon.)
Challis, William Guy Fawcett	Garrett, Leslie Charles, LL.B. (Cantab.)
Cohen, Sydney	Goodchild, Hugh Napier, B.A., LL.B. (Cantab.)
Crisp, Lawrence Layton, B.A. (Oxon.)	Graham, Charles Ronald, B.A. (Oxon.)
Day, Francis Thomas Pressland	Hackett, Percy James
Doré, Roy Holdsworth, B.A. (Oxon.)	Hales, William Clifford
Drabble, Archibald Stanley	



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Higson, Rennie, LL.B. (Victoria)	Phillips, Arthur Austin
Hobbs, William George	Platt, Frank
Hobrow, Eric John Bentley	Popple, James Alexander Marsden, B.A. (Oxon.)
Hobson, Alfred Cyril Whitworth	Prince, Hugh
Ives, Kenneth Hill	Pulman, Thomas Melhuish
Jackson, Vincent Harry Orwell	Rosher, John Brenchley, B.A. (Cantab.)
John, Francis Tremeneere	Solomon, Herbert
Kennedy, John	Stanford, Herbert Claude, B.A. (Cantab.)
Laing, William Frederick	Thicknesse, Raymond Samuel
Lidiard, Herbert Seppings	Times, Wilberforce Onslow, B.A., LL.B. (Cantab.)
Lillington, Conrad Ivan	Titterton, Joseph William Carey
Lister, Stephen Douglas	Wadsworth, Willie
Mannoch, John Kingscote, LL.B. (Cantab.)	Whittingham, Oscar Hanesworth
Matthews, William Henry	Wright, Cyril Frederick
Murray, Bernard Alleyne	
Norden, Horace Montague	
Parkinson, Sydney	
Parrington, William Ferguson, B.A. (Cantab.)	

No. of candidates ... 206 Passed ... 76

By order of the Council,

S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.,
12th April, 1912.

FINAL EXAMINATION.

The following candidates (whose names are in alphabetical order) were successful at the Final Examination held on 25th and 26th March, 1912.

Andrews, Arthur Newton	Hornor, Ronald Fortescue
Austin, Cecil Walter	Howard, Charles Malcolm
Bain, George Hardy	Howell, George Northcott
Baker, Frank James	Hughes, Lewis Reginald, B.A. (Lampeter)
Baker, Hugh Hassard	James, Enoch Lewis
Bamber, William	Jeans, Gerald Mark
Barker, George Ernest	Johnson, Arthur Ainslie
Barlow, Arthur Ernest Leslie	Jones, Leonard Howson
Bentham, Thomas Henry	King, Harold
Bower, Geoffrey Arthur Holme	Knott, Roger Birkbeck, M.A., LL.B. (Victoria)
Bowhay, Eustace Gilbert	Lewis, John
Bright, Frederick Gerald	Lewis, Stuart Hermon
Bucknill, Edwin George, B.A. (Oxon.)	Littler, Ernest
Captain, Dhunjishaw Sorabji	Lowe, Arthur Holden, B.A. (Oxon.)
Clegg, Herbert	Lowson, Kenneth John, B.A., LL.B. (Cantab.)
Cohen, Dudley Samuel, B.A., LL.B. (Cantab.)	Lyus, Arthur Ormiston
Croysdale, Thomas Percy, B.A. (Oxon.)	Macaskie, Sands Stuart
Dodd, Arthur William	McMillan, Arthur John
Duncan, Walter, LL.M. (Liverpool)	Martin, Arthur Charles
Ede, Edward Murray Charles	Mathews, Norman Hugh
Edmondson, William	Miskin, Charles Leonard
Evans, Corria William	Oliver, Penry Raymond
Fitzgerald, Edward John	Ommanney, Harold Manaton
Franco, Salvatore	Penney, Cyril
Frazier, Rowland Wynne	Peppiatt, Leslie Ernest
Gardiner, Philip Murray	Rennie, Clarence Henry
Graham, Adam	Ripoon, Allan William
Graham, Eric Gore	Roberts, John Wythen
Green, Harry Stanley	Rosenthal, John, LL.B. (Victoria)
Haigh, James Johnson	Simpson, Henry Herbert
Hartley, Rufus	Smeddles, Thomas

Smith, Herbert
Sobell, Samuel
Southan, Harold
Sprott, Frederick William
Stocken, Alfred Stephen John
Taylor, Albert Cecil
Thimbleby, John Egremont
Towson, William Holland
Tuesarsly - Tunbridge, Alexander Richard

Upson, Dudley Mortimer
Veevers, Seymour
Watkins, Ernest Vaughan
Weaver, Samuel James
White, Thomas John
Winn-Jones, William Hugh
Winsor, George Byron
Worden, Alan Fletcher
Wyles, Walter Nelson.

No. of candidates ... 109 Passed ... 80

By order of the Council,

S. P. B. BUCKNILL, Secretary.

Law Society's Hall, Chancery-lane, London, W.C.,
12th April, 1912.

Law Students' Societies.

BIRMINGHAM LAW STUDENTS' SOCIETY.—April 16.—Mr. R. F. Prideaux in the chair. Members present, 21. The following moot point was debated: "A and B were taking a walk one night. A owed B £5, and, wishing to discharge the debt, handed B what they both thought was a £5 note. However, B on reaching home discovered it was a £50 note, but said nothing to A, and spent the £50. Later A, discovering his mistake, prosecuted B for theft, and B was convicted. Was his conviction right?" Mr. T. H. Ekins opened in the affirmative, and was supported by Messrs. T. R. Hanson, T. Davis, S. H. Robinson, H. S. Brookes, A. J. Hatwell, and H. Cooke. Mr. A. Upton opened in the negative, and was supported by Messrs. W. J. Blackham, E. C. G. Clarke, J. D. Evans, and A. J. Long. After the openers had replied, the chairman summed up, and on the question being put to the meeting the voting resulted:—For the affirmative, 10; for the negative, 9; the chairman exercising his right to the casting vote. A hearty vote of thanks to the chairman concluded the proceedings.

Companies.

Alliance Assurance Co.

ANNUAL MEETING.

The annual general court of shareholders of the Alliance Assurance Company was held on Wednesday at the head office, Bartholomew-lane, the chairman, Lord ROTHSCHILD, presiding.

Mr. ROBERT LEWIS (General Manager) having read the notice convening the meeting,

The CHAIRMAN said: "Gentlemen, before I proceed with the business for which we are here to-day, I am sure I am expressing your feelings, and probably very inadequately, when I say that we sympathize most deeply with the relatives of those who have lost their lives in the frightful disaster which has befallen the "Titanic," and we give our admiration and our gratitude to those men who stood to their duty, as men always do in the seafaring profession. During the past year we have lost two of our much-esteemed directors, Mr. Hale and Mr. Buxton, both gentlemen who during their lifetime took a very great interest in the business of the company. As you know, the board at the present moment is of rather large dimensions, and their places will not be filled up. The number of directors will be gradually diminished. The shareholders have had in their hands for nearly a fortnight the report and accounts of the company's business during the year 1911, and the figures which have been given to you, and the details with which you are no doubt fully acquainted at the present moment, must show to you that the Alliance is now a very big concern, and in order to meet the views of our customers, not only fire and life insurance, but every class of insurance is effected by the company; and, under these circumstances, you must become accustomed to the fact that there may be a loss in any year on one or more of the numerous accounts. If there were no losses, people would not insure. We are here to pay losses to those who insure. If you take the accounts of 1911, and the result of those accounts, I think you will have every reason to be satisfied with them. The fire account last year was not as successful as we might have wished. The loss ratio was greater than it has been in some years; but that was easily accounted for by the drought, the scarcity of water, and by the number of fires that happened in agricultural districts where the crops and farm buildings had been insured. But the popularity of the Alliance continues; our life business continues to increase, and, if you take the result of all last year's accounts, you will see that we have been able to pay the same increased dividend of 12s., and still add a small amount to our reserve fund, and that our stocks are written down to the market prices of the day. The marine account last year was about the same as in the previous year. Apart from the fearful disaster which has happened within the last week, we have felt here, and I am sure that all underwriters have felt, that marine business was not as satisfactory as it ought to be, because the premiums received are in no way commensurate with the risks. I am in hopes that recent events may have this effect, that premiums will rise. I have no doubt there are many present who feel some anxiety to know what this company has lost by the "Titanic."

It is rather difficult to estimate, but I believe that, so far as Mr. Ogilvie knows, the total amount we actually lose by the "Titanic" is £7,000, £5,000 on the hull, and £2,000 on the merchandise. There is also a loss of £1,000 we know of, on account of a personal accident policy. There may be others, but I do not expect many. Having made these few remarks, I now put the formal resolution for the adoption of the report and accounts. I will ask the shareholders if they have any questions or observations to make.

Mr. A. BEVAN seconded the motion.

Mr. J. H. TEMPLER congratulated the board on the very admirable report which had been laid before the meeting, which was more favourable, in his opinion, than the chairman had stated. Comparing it with that of four years ago, the Alliance life account had increased by no less than £1,500,000.

The motion was carried unanimously.

On the motion of the CHAIRMAN, seconded by Mr. BEVAN, it was agreed that a dividend should be paid of 12s. a share, less income-tax.

The following directors, who retired by rotation, were re-elected:—Mr. John Cator, M.P., the Hon. Hy. Berkeley Portman, the Right Hon. Lord Stalbridge, and Mr. Hy. Alex. Trotter.

Mr. Chas. Lee Nichols, F.C.A., was re-elected auditor.

Mr. R. B. LEMON moved a vote of thanks to the chairman, the directors, the staff, and the officials, speaking in high terms of their services.

Mr. H. WHITE seconded, and the motion was carried with acclamation.

The CHAIRMAN, in returning thanks, referring to the staff, said he re-echoed and endorsed everything that had been said about those who worked very hard, and he thought very successfully, for the directors and for the shareholders, and he was sure that when they considered annually the position of the company there was every reason to be more than grateful to them.

The Legal Insurance Co. (Limited).

The fourth annual general meeting of this company was held on Tuesday, at the Law Society's Hall, Chancery-lane, W.C. Mr. J. Field Beale, who presided, said the gross premium had grown from £174,422 to £211,115, and the net from £115,331 to £145,398. The growth had been steady and had been contributed to by all departments. The losses paid and outstanding amounted to £79,207, or 54.5 per cent. of the net premium income. The directors could not claim that this was a satisfactory figure, having regard to the ratio of the other outgoings. A year ago the loss ratio was only 36.8 per cent. Every other company transacting general fire business showed loss ratios not only considerably higher than the previous year, but higher than the normal. The result of the year's working was that they carried forward to next year a balance of £48,870, which should be amply sufficient to bear the unexpired risk. A year ago he told the shareholders that they had earned sufficient to pay a dividend, but thought it advisable not to do so, and held out hopes that a dividend would be paid for the year 1911. The result showed that they were wise in not paying a dividend last year, while for this year there could be no question of a dividend as they had not earned a profit. He could not help thinking that in the future, as in the past, good years would succeed bad ones, and they now had a business and connection which would enable them to reap profits so soon as a good year came. He hoped it would not be long before they would be able to provide not only for the payment of a dividend but for an adequate provision for reserve, and the resumption of the payment of directors' fees. He concluded by thanking the staff, stating that at the head office and at the branch the officials had worked with keenness and energy through an exceptionally difficult and trying year. The report was adopted.

Obituary.

Mr. J. N. Dickons.

Mr. James Norton Dickons, who died on the 10th instant, at his residence in Bradford, aged seventy-three, was a Yorkshireman, born and bred. Admitted in 1861, he practised at Huddersfield for a few years, and then entered into partnership with the late Thomas Adam Watson at Bradford. As a member of the firm of Watson & Dickons (afterwards Watson, Dickons & Watson) he acquired a large experience of legal business, and his reputation as a sound lawyer and a wise counsellor grew apace. The later years of his professional life were spent in Halifax, as senior member of the firm of Dickons & Aked. Mr. Dickons, who was a student all his life, had a knowledge of law and a grasp of legal principles which enabled him to weigh authorities to a degree none too common nowadays. His legal attainments covered a wide field, and he was an undoubted expert as regards the law of banking. He was solicitor to the West Yorkshire Bank, Limited, for which, under its old name of the Halifax Joint Stock Banking Company, Limited, he had acted for many years. His health was failing for some time prior to his death, but—always optimistic about himself—he continued to enjoy life in his placid, scholarly way, and he attended to business to the last. It is no exaggeration to say that he was universally respected and beloved throughout the district in which he spent his life, and that his brother practitioners looked up to him

as a solicitor of high attainments, and a man whose good offices and wide experience were always at their command. From the beginning to the end of his career he was a devoted Wesleyan, but he was a Nonconformist without bitterness, and a warm friend of the Established Church. He was, moreover, a good man in every sense of the term. Mr. Dickons had interests beyond the scope of his profession. He was a member of several antiquarian societies; he amassed a splendid library, rich in works dealing with his native county; and, apart from scattered papers on various topics, he published an historical sketch of the Kirkgate Chapel, Bradford, and he wrote the section on Roman Yorkshire contained in the "Memorials of Old Yorkshire," issued under the editorship of Mr. T. M. Fallow. He will be mourned by a wide circle of friends. To some of these—his companions on the motor tours which added so much to the happiness of his later years—his loss will be irreparable. It was no small privilege to move from one historic spot to another with a cicerone who had all the memories and associations at his fingers' ends, and who could so impart his knowledge as to diffuse something of his own glow—an antiquarian fervour which made the dead past live again.

Legal News.

Appointments.

Sir ALFRED B. KEMPE, D.C.L., Barrister-at-Law, has been appointed Chancellor of the Diocese of London, in succession to the late Dr. Trigtram. Sir A. B. Kempe was educated at St. Paul's School and Trinity College, Cambridge, and was called to the Bar in 1873. He is Chancellor of the Dioceses of Newcastle, Southwell, St. Albans, Peterborough, and Chichester.

Mr. ERNEST B. CHARLES, Barrister-at-Law, has been appointed Chancellor of the Diocese of Wakefield, and has also been appointed Commissary General of the Diocese of Canterbury. Mr. Charles is a son of the Right Hon. Sir Arthur Charles, and was called to the Bar in 1896.

Mr. PENTIR WILLIAMS, B.A., Solicitor, has been appointed Town Clerk of Bangor. Mr. Williams is Coroner for North Carnarvonshire.

Mr. EDWARD C. P. BOYD, Barrister-at-Law, has been appointed Junior Counsel for the Treasury at the Middlesex Sessions.

Changes in Partnerships, &c.

Dissolutions.

ERNEST GORDON LEAROLD and FRANCIS CLIFFE WATKINSON, solicitors (Learold & Co.), Huddersfield. March 30.

WILLIAM EDWARD THOMAS and JOHN BERTIE DAVIES, solicitors (Thomas & Davies), Merthyr Tydfil, April 1. The said W. E. Thomas will continue to carry on business at Number 1, Graham-street, Merthyr Tydfil; the said J. B. Davies will carry on business at Number 30, Victoria-street, Merthyr Tydfil. [Gazette, April 16.]

General.

It is stated that a new assize court is to be built at Guildford.

Mr. Richard Edmondson, barrister-at-law, was, says the *Times*, found dead in his chambers in Harcourt-buildings, Temple, on the 10th inst. He had spent the night at his chambers, as was his frequent practice. The cause of death was heart failure.

At the Northampton Quarter Sessions, a man charged with shop-breaking was brought up for sentence. Suddenly stooping and pulling off his heavy boot, he hurled it at the Recorder (Mr. E. P. Monckton). Fortunately the boot fell short, but the clerk of the court and the chief constable had narrow escapes, the boot striking the woodwork between their heads.

In the House of Commons, on Wednesday, Captain Faber, asked when the report of the Royal Commission on the Divorce Law was going to be presented to the House; and how long was it since the Commission concluded its labours. Mr. McKenna said: The Commissioners have not yet concluded their labours, and I am informed that having regard to the mass of materials which they have to consider, they do not expect to be in a position to report before the middle of the year. Captain Faber asked whether it was the fact that the divergent views of the Commissioners prevented the issue of the report. Mr. McKenna said: I have not heard anything to bear out that suggestion.

Those who believe, says a writer in the *Globe*, that the Government will invite Parliament to give its necessary consent to the appointment of a successor to Mr. Justice Lawrance may have forgotten how reluctant the Government's supporters were to pass the Act by which two judges were added to the King's Bench staff. During the four months it took to pass the measure all kinds of alternatives to increasing the number of judges were proposed. A reform of the circuit system, the shortening of the Long Vacation, an age-limit for the Bench, the appointment of official shorthand writers, an annual statement by judges of the days on which they sit in court—these were among the proposals which certain members of the House shewed a strong disposition to discuss at length. Are the Government likely to afford an opportunity for such a discussion now?

In the House of Commons on Tuesday, Lord R. Cecil asked the Prime Minister whether he had received a memorial, signed by 293 members of this House, asking for the appointment of a Royal Commission on Co-partnership; and, if so, what decision the Government had come to on the point. Mr. Asquith said: I have received the memorial referred to. The proposal shall have the careful attention of the Government, which has for some time past had under consideration the question of industrial unrest and its causes.

The death is announced of Mr. Charles Boulnois, formerly Judge of the Punjab Chief Court. He collaborated, says the *Times*, with the late Sir William Rattigan in a work of minute research, "Notes on the Customary Law of the Punjab," published in 1878. This book prepared the way for Sir William's invaluable standard "Digest" of the subject, which has gone through many editions. He was afterwards appointed Reporter of Indian Appeals to the Privy Council for the Indian Law Reports, and continued the work until about eleven years ago.

The liability of the owners of *The Titanic*, under the Workmen's Compensation Act, 1906, for the loss of such of the crew as were drowned in, says the *Times*, believed to be covered in a large mutual club in which the leading shipowners in London and Liverpool share according to their tonnage. The Act provides that where death results compensation shall be paid to any dependants of a workman wholly dependent on his earnings equal to his earnings during the three previous years, or the sum of £150, whichever be the greater, but not more than £300. As it is feared that only 200 out of the crew of 800 have been saved the workmen's compensation claims are likely to reach an immense sum, even though some of the higher ranks would be excluded.

A Parliamentary return shows that the expenditure on Poor Law relief in England and Wales for the half-year ended September 30th, 1911, was £7,039,237. This amount included £1,867,640 for London and £5,171,597 for relief outside London, and represented a decrease of £488,212, or 6.5 per cent., as compared with the total for the corresponding half-year in 1910. This exceptional decrease, it is stated, has been brought about by a diminution of expenditure on the maintenance of indoor paupers in establishments provided by Poor Law authorities, on out-relief, and on loan charges. On the 1st of July, 1910, there were 880,546 persons in receipt of relief (including 186,934 over seventy years of age). On the 1st of July, 1911, this number had been reduced to 758,777 persons in receipt of relief (including 56,939 over seventy years of age). The total decrease was therefore 121,769, or 13.8 per cent. In relation to the estimated population of England and Wales in the middle of 1911, 36,168,750, the aggregate expenditure on poor relief during the half year was equivalent to a rate of 3s. 10½d. per head, as compared with 4s. 2½d. in the half-year ended September, 1910. The corresponding rate in London was 8s. 3d. per head, as compared with 8s. 4½d.

It appears, from the *Law Society's Gazette*, that the council have declined to accept a sum of £500, bequeathed to the society by the will of the late Mr. James Cook, recently practising at Bridgwater, Somerset, in trust as a fund for a special prize. There are few candidates from the county of Somerset, and very few who qualify for the Honours Examination, and, in these circumstances and there being no discretion to withhold the prize, the council came to the conclusion that they should not accept a trust which did not enable them to withhold the distinction of a prize of the society in the event of there being no candidate of sufficient merit. The bequest was made in the following terms: "I bequeath to the Incorporated Law Society of the United Kingdom the sum of £500, and I direct that the same shall be invested upon any of the securities for the time being authorized by law for the investment of trust moneys, and the annual income to arise therefrom applied in the purchase of legal, historical or constitutional works, to be called 'Cook's Prize,' and to be competed for by candidates who are not above the age of twenty-five years at the time of passing their final examination, and who have been originally articulated to a solicitor or firm of solicitors carrying on business in the county of Somerset (my native county), and have passed not less than two-thirds of the entire period of their service under their articles of clerkship within the said county, the prize to be awarded after the June examination in each year to the candidate who shall have obtained honours, and be reported by the examiners to have passed the best final examination for solicitors during the twelve months ending with the June examination."

THE AUSTRALIAN MUTUAL PROVIDENT SOCIETY (London office, 37, Threadneedle-street, E.C.) transacted business during 1911, in the ordinary department, exceeding £6,300,000. The business of the society is confined to Australia, New Zealand, and the United Kingdom.

ROYAL NAVY.—Parents thinking of the Royal Navy as a profession for their sons can obtain (without charge) full particulars of the regulations for entry to the Royal Naval College, Osborne, the Paymaster and Medical Branches, on application. Publication Department, Gieve, Matthews, & Seagrove, Ltd., 65, South Molton-street, London, W.—[Advt.]

WHY PAY RENT? Take an Immediate Mortgage free in event of death from the SCOTTISH TEMPERANCE LIFE ASSURANCE CO. (LIMITED). Repayments usually less than rent. Mortgage expenses paid by the Company. Prospectus from 3, Cheapside, E.C. Phone 6002 Bank.—Advt.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	EMERGENCY ROTA.	APPEAL COURT No. 2.	Mr. Justice JOTON.	Mr. Justice SWINFEN EADY.
Monday April 22	Mr Farmer	Mr Leach	Mr Groswell	Mr Goldschmidt
Tuesday	Synges	Goldschmidt	Church	23 x a n
Wednesday	Church	Borror	Leach	Farmer
Thursday	Groswell	Synges	Borror	Chure
Friday	Beal	Farmer	Synges	Gra well
Saturday	Bloxam	Church	Beal	Leach

Date.	Mr. Justice WARRINGTON.	Mr. Justice NEVILLE.	Mr. Justice PARKER.	Mr. Justice EVA.
Monday April 22	Mr Church	Mr Bloxam	Mr Synges	Mr Borror
Tuesday	Farmer	Beal	Borror	Leach
Wednesday	Goldschmidt	Synges	Beal	Groswell
Thursday	Leach	Farmer	Bloxam	Beal
Friday	Borror	Church	Goldschmidt	Bloxam
Saturday	Groswell	Goldschmidt	Farmer	Synges

EASTER SITTINGS, 1912.

COURT OF APPEAL.

APPEAL COURT I.

Ex parte Applications, and Appeals from the King's Bench Division (Interlocutory List) and possibly some King's Bench Final and New Trial Appeals will be taken on Tuesday, the 16th April. King's Bench Final and New Trial Appeals will be in the Paper on Wednesday, the 17th April, and continued until further notice.

APPEAL COURT II.

Ex parte Applications, and Appeals from the Chancery Probate and Divorce Divisions (Interlocutory List) and Nos. 5, 7, and 9 in the King's Bench Final and New Trial Appeals will be in the Paper for hearing on the 16th April. King's Bench Final and New Trial Appeals (odd numbers) will be continued until further orders.

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.

LORD CHANCELLOR'S COURT.

MR. JUSTICE JOYCE.

Tues. April 16 { Mts, sht caus, pets, fur
con, and non-wit list
Wednesday 17 { Non-wit list
Thursday .. 18 { Non-wit list
Friday .. 19 { Mts and non-wit list
Saturday .. 20 { Non-wit list
Monday .. 21 { Sitting in chambers
Tuesday .. 22 { Sht caus, pets, fur con
and non-wit list
Wednesday 23 { Non-wit list
Thursday .. 24 { Mts and non-wit list
Friday .. 25 { Liverpool and Manchester
business
Saturday .. 26 { Sitting in chambers
Monday .. 27 { Sht caus, pets, fur con, and
non-wit list
Tuesday .. 28 { Non-wit list
Wed. May 1 { Non-wit list
Thursday .. 2 { Mts and non-wit list
Friday .. 3 { Non-wit list
Saturday .. 4 { Sitting in chambers
Monday .. 5 { Sht caus, pets, fur con,
and non-wit list
Tuesday .. 6 { Non-wit list
Wednesday 7 { Non-wit list
Thursday .. 8 { Mts and non-wit list
Friday .. 9 { Manchester and Liverpool
business
Monday .. 10 { Sitting in chambers
Tuesday .. 11 { Sht caus, pets, fur con,
and non-wit list
Wednesday 12 { Non-wit list
Thursday .. 13 { Mts and non-wit list
Friday .. 14 { Non-wit list
Monday .. 15 { Sitting in chambers
Tuesday .. 16 { Sht caus, pets, fur con,
and non-wit list
Wednesday 17 { Non-wit list
Thursday .. 18 { Mts and non-wit list
Friday .. 19 { Non-wit list
Monday .. 20 { Sitting in chambers
Tuesday .. 21 { Sht caus, pets, fur con,
and non-wit list
Wednesday 22 { Non-wit list
Thursday .. 23 { Motions
Friday .. 24 { Remaining mts and non-wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the cause can be put in the paper to be so heard. Two copies of minutes of the proposed judgment or order must be left in court with the judge's clerk one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.—Two copies of minutes of the proposed order, 1 copy pleadings, 1

copy judgment, and 1 copy master's certificate, which must be left in court with the judge's clerk one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT I.

MR. JUSTICE SWINFEN EADY.

Tues. April 16 { Mts and non-wit list
Wednesday 17 { Companies Acts and non-wit list
Thursday .. 18 { Non-wit list
Friday .. 19 { Mts and non-wit list
Saturday .. 20 { Sht caus, pets, and non-wit list
Monday .. 21 { Sitting in chambers
Tuesday .. 22 { Companies Acts and non-wit list
Wednesday 23 { Non-wit list
Thursday .. 24 { Mts and non-wit list
Friday .. 25 { Sht caus, pets, and non-wit list
Saturday .. 26 { Sitting in chambers
Monday .. 27 { Companies Acts and non-wit list
Tuesday .. 28 { Non-wit list
Wed. May 1 { Non-wit list
Thursday .. 2 { Mts and non-wit list
Friday .. 3 { Sht caus, pets, and non-wit list
Saturday .. 4 { Sitting in chambers
Monday .. 5 { Companies Acts and non-wit list
Tuesday .. 6 { Non-wit list
Wednesday 7 { Non-wit list
Thursday .. 8 { Mts and non-wit list
Friday .. 9 { Sht caus, pets, and non-wit list
Saturday .. 10 { Sitting in chambers
Monday .. 11 { Companies Acts and non-wit list
Tuesday .. 12 { Non-wit list
Wednesday 13 { Mts and non-wit list
Thursday .. 14 { Sht caus, pets, and non-wit list
Friday .. 15 { Sitting in chambers
Monday .. 16 { Companies Acts and non-wit list
Tuesday .. 17 { Non-wit list
Wednesday 18 { Mts and non-wit list
Thursday .. 19 { Sht caus, pets, and non-wit list
Friday .. 20 { Sitting in chambers
Monday .. 21 { Companies Acts and non-wit list
Tuesday .. 22 { Non-wit list
Wednesday 23 { Motions and non-wit list
Thursday .. 24 { Non-wit list
Friday .. 25 { Non-wit list

Any cause intended to be heard as a short cause must be so marked in the cause book at least one clear day before the same can be put in the paper to be so heard. The necessary papers, including two copies of minutes of the proposed judgment or order, must be left in court with the judge's clerk not less than one clear day before the cause is to be put in the paper. In default the cause will not be put in the paper.

N.B.—The following papers on further consideration are required for the use of the judge, viz.—Two copies of minutes of the proposed judgment or order, 1 copy pleadings, and 1 copy master's certificate. These must be left in court with the judge's clerk not less than one clear day before the further consideration is ready to come into the paper.

CHANCERY COURT II.

MR. JUSTICE WARRINGTON.

Except when other Business is advertised in the Daily Cause List Mr. Justice Warrington will take Actions with Writs on Tuesdays throughout the Sittings.

CHANCERY COURT III.

MR. JUSTICE NEVILLE.

Except when other Business is advertised in the Daily Cause List Mr. Justice Neville will take Actions with Writs on Tuesdays throughout the Sittings.

In re Knollys' Settlement *Saunders v Haslam* appl of plttf from order of Mr Justice Neville, dated Feb 21, 1912 (March 28)
 In re Salmen, dec *Salmen v Bernstein* appl of Bernstein and friend from order of Mr Justice Eve, dated Jan 16, 1912 (March 29)
Stone v Stone appl of plttf from order of Mr Justice Warrington, dated Jan 25, 1912 (March 30)
 In re J Soames, dec *Fergusson v Saxton* and anr appl of deft, E S Saxton, from order of Mr Justice Warrington, dated March 20, 1912 (April 4)

FROM THE CHANCERY AND PROBATE AND DIVORCE DIVISION.

(Interlocutory List.)

1910.

In re John McFee, dec *McFee v Toner* and ors (by original action) *Edwards* and anr v *Toner* and ors (by order) appl of plttfs from order of Mr Justice Joyce, dated July 9, 1910 (s o liberty to apply to restore) (July 30)

1912.

Divorce Statham (Applicant) v H H The Maharajah of Baroda (Respt) appl of applicant from order of Mr Justice Bargaive Deane, dated Dec 21, 1911 (Jan 6)
 In the Matter of Reginald Henry Thurlow Baker, one of the solicitors of the Supreme Court appl of R H T Baker from refusal of Mr Justice Warrington, dated Jan 11, 1912 part heard (stand over) (Jan 30)
Lewis v Palace Electric Theatres ld appl of defts from order of Mr Justice Eve, dated Feb 26, 1912 (security ordered) (March 9)
 In re the Peruvian Sugar Estates Co ld *Gonzalez v the Company* appl of defts Naylor, Raphael & Blyth, Greene & Co ld from order of Mr Justice Warrington, dated March 25, 1912 (April 2)
Divorce Wilder v Wilder & Charters appl of respt from order of the President, dated March 30, 1912 (April 9)

FROM THE PROBATE AND DIVORCE DIVISION.

(Final and New Trial List.)

1912.

In re Howells, dec *Evans v Howells* appl of plttf from order of the President, dated March 21, 1912 (April 4)

FROM THE COUNTY PALATINE COURT OF LANCASTER.

(Final List.)

1911.

Croft v The Urban District Council of Fulwood appl of plttf from judgment of the Vice-Chancellor of the County Palatine of Lancaster, Preston District, dated May 30, 1911 (s o generally Mar 7) (August 30)

1912.

Thomas Holden v The Urban District Council for the Urban District of Dalton-in-Furness, in the County of Lancaster appl of defts from judgment of the Vice-Chancellor of the County Palatine of Lancaster, dated Dec 21, 1911 (Jan 12)
McPoland v Owen appl of plttf from judgment of the Vice-Chancellor of the County Palatine of Lancaster, dated Jan 11, 1912 (Feb 3)
Thompson and ors v Haworth appl of deft from judgment of the Vice-Chancellor of the County Palatine of Lancaster, dated Feb 1, 1912 (Feb 13)
 In re Sir A L Jones, dec *Williams v Attorney-Gen* and anr appl of deft from order of the Vice-Chancellor of the County Palatine of Lancaster (Liverpool District), dated Feb 29, 1912 (March 18)
Hughes v Official Receiver of Property of J Bailey and ors appl of plttf from order of the Vice-Chancellor of the County Palatine of Lancaster (Liverpool District), dated Feb 20, 1912 (March 21)
The Fleetwood Estate ld v *The Blackpool & Fleetwood Tramroad Co* appl of defts from order of the Vice-Chancellor of the County Palatine of Lancaster (Manchester District), dated Jan 30, 1912 (April 1)

FROM THE KING'S BENCH DIVISION.

(In Bankruptcy.)

In re A Debtor (expte The Debtor), No 211 of 1912 from a Receiving Order made herein on the 12th day of March, 1912, by Mr Registrar Linklater

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

(Judgment Reserved.)

North-Western Salt Co ld v *Electrolytic Alkali Co* ld appl of defts from judgment of Mr Justice Scrutton, without a jury, Middlesex, dated June 21, 1911 (c.a.v. March 7)

FROM THE KING'S BENCH DIVISION.

(Final and New Trial List.)

1910.

Hagg v Ladoga ld appl of defts from judgment of Mr Justice Walton, without a jury, Middlesex, dated July 27, 1910 part heard (s o generally)

1911.

Godsell v Lloyd and anr appl of deft W E Lloyd from judgment of Mr Justice Scrutton, without a jury, Middlesex, dated April 7, 1911 (May 11)

McRae v Penman (Gee & Sheen 3rd parties) appl of Gee from judgment of Mr Justice Lawrence, without a jury, Middlesex, dated April 6, 1911 (to be heard in Court No 1—s o to be mentioned) (June 2)

Parr v Hilton appl of plttf from judgment of Mr Justice Coleridge, dated July 14, 1911 (s o generally, Feb 8) (Aug 4)

Buckmaster v The Vending Syndicate ld appl of defts from judgment of Mr Justice Coleridge, without a jury, Middlesex, dated Nov 9, 1911 (Nov 16)

Glegg v Bromley (Glegg and ors, clmts) appl of plttf from judgment of Justices Coleridge and Hamilton, dated Nov 20, 1911 (Nov 27)

The Reliance Marine Insee Co ld v *Duder* appl of deft from judgment of Mr Justice Bray, without a jury, Middlesex, dated Nov 23, 1911 (Nov 27)

Prosser v Eastern Valleys Black Vein Collieries ld appln of defts for judgment or new trial on appl from verdict and judgment, dated Nov 3, 1911, at trial before Mr Justice Channell and a common jury, Glamorgan (Nov 28)

H P Hughes & Sons v B B Vos & Son and *J Weiner & Co* appl of defts, *Weiner & Co*, from judgment of Mr Justice Bray, without a jury, Middlesex, dated Nov 24, 1911 (Dec 5) Same v Same appl of defts from judgment of Mr Justice Bray, without a jury, Middlesex, dated Nov 24, 1911 (Dec 5)

Cromar v G Bailey & Sons ld appl of plttf from judgment of Mr Justice Channell, without a jury, Middlesex, dated Dec 2, 1911 (Dec 5)

Michaelson v Davis appl of plttf from judgment of Mr Justice Coleridge, without a jury, Middlesex, dated Nov 28, 1911 (Dec 6)

Robinson v Cohen and ors appln of deft, *Cohen* for judgment or new trial on appl from verdict and judgment, dated Nov 22, 1911, at trial before Mr Justice Grantham and a special jury, Middlesex (Dec 6)

Ashwell & Nesbitt ld v *Allen & Co* appl of defts from judgment of Mr Justice Coleridge, without a jury, Middx, dated Nov 28, 1911 (Dec 8)

Ericksen v Washbourne and ors appln of defts, *Warren & Spink*, for judgment or new trial on appl from verdict and judgment, dated Dec 1, 1911, at trial before Mr Justice A T Lawrence and a common jury, Middlesex (Dec 8)

Spong v London General Omnibus Co appln of defts, for judgment or new trial on appl from verdict and judgment, dated Nov 23, 1911, at trial before Mr Justice Channell and a common jury, Middlesex (Dec 11)

Jepson v Ashworth appln of deft for judgment or new trial on appl from verdict and judgment, dated Dec 14, 1911, at trial before Mr Justice Phillimore and a special jury, Leeds (Dec 14)

South Yorkshire Junction Ry Co v Hull and Barnsley Ry Co appl of defts from judgment of Mr Justice Bray, without a jury, Middlesex, dated Nov 24, 1911 (Dec 15)

The British Enterprise Insee Soc ld v *Marrian Hardwicke & Co* appln of defts for judgment or new trial on appl from verdict and judgment, dated Dec 12, 1911, at trial before Mr Justice Bray and a special jury, London (Dec 15)

Hay v Star Newspaper Co ld appln of defts for judgment or new trial on appl from verdict and judgment, dated Dec 8, 1911, at trial before the Lord Chief Justice and a special jury, Middlesex (Dec 18)

Flowitt v Midgley appl of deft from judgment of Mr Justice Phillimore, without a jury, Leeds, dated Nov 22, 1911 (Dec 19)

Peterson v The Fairfield Shipbuilding and Engineering Co ld and *D G Pinkney* appln of *The Fairfield Shipbuilding & Co* ld for judgment or new trial on appl from verdict and judgment, dated Dec 8, 1911, at trial before Mr Justice Bray and a special jury, City of London (Dec 20)

Vickers ld v *Clergue* appln of deft for judgment or new trial on appl from verdict and judgment, dated Dec 8, 1911, at trial before Mr Justice A T Lawrence and a special jury, Middlesex (Dec 20)

Doleman & Sons v Ossett Corp appl of plttfs from judgment of Mr Justice Scrutton, without a jury, Leeds, dated July 28, 1911 (Dec 22)

Gascoine v Cory appln of plttf for judgment or new trial on appl from verdict and judgment, dated Dec 15, 1911, at trial before Mr Justice Darling and a special jury, Middlesex (Dec 22)

E R Wright (on behalf, &c) and *G P Wright*, an infant v *The Northumberland and Durham Miners' Permanent Relief Fund Friendly Soc* appl of plttf from judgment of Justices Avory and Horridge, dated Dec 16, 1911 (Dec 29)

Steggles v Hanson appln of plttf for judgment or new trial on appl from verdict and judgment, dated Dec 18, 1911, at trial before Mr Justice Darling and a special jury, Middlesex (Dec 29)

The King v Templer and anr appl of applt, *Sir B Samuelson & Co* ld, from judgment of the Lord Chief Justice and Justices Hamilton and Bankes, in Middlesex, dated Dec 15, 1911 (Dec 29)

1912.

Marler and anr v *Jacobus Marler Estates* ld appl of plttfs from judgment of Mr Justice Bray, without a jury, Middlesex, dated Nov 23, 1911 (Jan 3)

Clarendon Hotel Co ld v *Saunders* appl of plttfs from judgment of the Divisional Court (Justices Coleridge and Horridge), dated Dec 20, 1911 (Jan 3)

Mentors ld v *Evans* appl of plttfs from judgment of Justices Bankes and Lush, dated Dec 7, 1911 (Jan 10)

8 Thomas & Sons ld v C Churchill & Co ld appl of defts from judgt of Mr Justice A T Lawrence, without a jury, Birmingham, dated Dec 20, 1911 (Jan 10)

Bradley & Colin ld v Albert Ramsay & Co appl of pltfis from judgt of Mr Justice Phillimore, without a jury, Middlesex, dated Dec 18, 1911 (Jan 16)

Jackson v The United Metropolitan Press ld and anr appln of pltf for judgt or new trial on appl from verdict and judgt, dated Jan 17, 1911, at trial before Mr Justice Scrutton and a common jury, London (Jan 25)

Byfield v Barnet Urban District Council appl of defts from judgt of Mr Justice Coleridge, without a jury, Middlesex, dated Nov 27, 1911 (Jan 27)

Mayor, &c of Swansea v Harper appl of appls from judgt of the Lord Chief Justice and Justices Pickford and Avory, dated Jan 25, 1912 (Jan 26)

Goode v Rhodesia Exploration & Development Co ld appln of pltf for judgt or new trial on appl from verdict and judgt, dated Jan 24, 1912, at trial before Mr Justice Ridley and a special jury, Middlesex, and cross-notice by defts, dated Feb 21, 1912 (Jan 31)

Dorland Advertising Agency v Warner appln of deft for judgt or new trial on appl from verdict and judgt, dated Jan 29, 1912, at trial before Mr Justice Ridley and a special jury, Middlesex (Feb 6)

(To be continued.)

HIGH COURT OF JUSTICE.—CHANCERY DIVISION. EASTER SITTINGS, 1912.

NOTICES RELATING TO THE CHANCERY CAUSE LIST.

Mr. Justice JOYCE will take his Business as announced in the Easter Sittings Paper.

Liverpool and Manchester Business. Mr. Justice JOYCE will take Liverpool and Manchester Business on Saturdays, the 27th April and the 11th May.

Mr. Justice SWINFEN EADY will take his Business as announced in the Easter Sittings Paper.

Mr. Justice WARRINGTON.—Except when other Business is advertised in the Daily Cause List, Mr. Justice Warrington will sit for the disposal of His Lordship's Witness List daily throughout the Sittings.

Mr. Justice NEVILLE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken throughout the Sittings. The Court will sit at 10.15 a.m. and rise at 4.15 p.m. each day except Saturdays, when there will be no sitting.

Mr. Justice PARKER will take his Business as announced in the Easter Sittings Paper.

Mr. Justice EVE.—Except when other Business is advertised in the Daily Cause List, Actions with Witnesses will be taken daily throughout the Sittings. During these Sittings Mr. Justice Eve will sit each day until 4.30 p.m., except on Saturdays, when there will be no sitting. Summonses before the Judge in Chambers.—Mr. Justice JOYCE Mr. Justice SWINFEN EADY and Mr. Justice PARKER will sit in Court every Monday during the Sittings to hear Chamber Summonses.

Summonses Adjourned into Court and Non-Witness Actions will be heard by Mr. Justice JOYCE, Mr. Justice SWINFEN EADY and Mr. Justice PARKER.

Motions, Petitions and Short Causes will be taken on the days stated in the Easter Sittings Paper.

NOTICE WITH REFERENCE TO THE CHANCERY WITNESS LISTS.

During the Easter Sittings the Judges will sit for the disposal of Witness Actions as follows:—

Mr. Justice WARRINGTON will take the Witness List for WARRINGTON and PARKER, JJ.

Mr. Justice NEVILLE will take the Witness List for SWINFEN EADY and NEVILLE, JJ.

Mr. Justice EVE will take the Witness List for JOYCE and EVE, JJ.

CHANCERY CAUSES FOR TRIAL OR HEARING.

Set down to April 4, 1912.

Before Mr. Justice JOYCE.
Retained Witness Action.
Turner v Tomson

Further Consideration.
Remington v Bulman

Causes for Trial without Witnesses and Adjourned Summonses.

Ashburton v de la Warr two adjd notices

In re Southwell dec Carter v Hungerford adjd summs (re-stored)

Sheard v Dickeson act (not before May 3)

In re Dulcote Leather Board Co Bishop v The Company adjd summs

In re Marsden's Estate Marsden v Marsden adjd summs

In re Harvey's Settlement Rawlings v McNeil adjd summs

In re Schärer (otherwise Schäerer) dec Wetter v Schärer adjd summs

In re C E Goad dec Goad v Goad adjd summs

In re Lady Moncreiffe's Estate Lady Butler v Moncreiffe adjd summs

In re E Lubbock's Settled Estates In re Settled Land Acts adjd summs

In re Piza Barnett's Contract & V & P Act 1874 adjd summs

In re William McIlroy ld and the Mayor &c of Croydon and In re the Vendor & Purchaser Act 1874 adjd summs

In re Walter Leach dec Leach v Leach adjd summs

In re Bennett Wood dec Wood v Wood adjd summs

In re Pringles' Settlement Elliot v Rowcliffe adjd summs

In re Bridge dec Saphin v Bridge adjd summs

In re Trade Marks Act 1905 In re Application of Benz et Cie motion

In re Samuel Peck's Trust In re W T T Peck dec Peck v Peck adjd summs

In re Silberrad Silberrad v Bowley adjd summs

In re Isabella Gunn dec Gunn v Gunn adjd summs

In re The Cairn Line of Steamship Co The Company v Crump adjd summs

Burns v Sharman adjd summs

In re Moses Smith dec Nelson v Smith adjd summs

In re Habershon dec Polkin v Statham adjd summs

Prince v Fletcher adjd summs

In re Ann Rowlands dec Morris v Davidson adjd summs

In re Henry Kidd's Assignment Powell v Lord Penrhyn adjd summs

In re Stephens' Settlement Stephens v Thomson adjd summs

In re Bulnois dec Johnson v Bulnois adjd summs

In re Allton dec Allton v Copson adjd summs

In re Joseph Bagnall dec Bagnall v Bagnall adjd summs

In re Bathgate dec Hawkins v Harding adjd summs

In re Cooper dec Harrison v Short adjd summs

In re Perry's Will Trusts Volckman v Davis adjd summs

In re Leslie John Davis, an infant adjd summs

In re Fry dec Fry v Fry adjd summs

In re Williams dec Williams v Lewis adjd summs

In re Stovell's Settlement Scrutton v Cronin adjd summs

Stevens v Le Marchant adjd summs

In re Carnie dec Foster v McCormick adjd summs

In re Bartwell dec Anderson v Goodman adjd summs

In re Benjamin Bennett, dec Weatherell v Gutteridge adjd summs

In re Howell dec Meates v Abell adjd summs

In re W Frazer dec Cooper v Holt special case

In re J G Goddard dec Goddard v Goddard adjd summs

In re Nance & Son and In re The Solicitors' Act adjd summs

In re Stephenson dec Mitchell v Ackroyd adjd summs

Before Mr. Justice SWINFEN EADY. Cause for Trial (with Witnesses). In re Companies (Consolidation) Act 1908 In re Elliott's Moulding and Joinery Co ld motion pt hd

Further Considerations. In re East Sussex Gas Light, Coke and Water Co Perkins v The Company fur con (s o)

In re Dyson dec Challinor v Dykes (short) fur con

In re Hancock dec Withers v Hancock fur con

In re Pritchard Pritchard v Pritchard fur con

Causes for Trial without Witnesses and Adjourned Summonses. In re James Fraser dec Stoddart v Dawson adjd summs (to come on with petition)

Nitrate Securities Trust v Williams adjd summs

In re Whitaker Pender v Evans adjd summs

Thornhill v Steel-Morris adjd summs

In re de Cordes' Settlement Johnson v de Cordes adjd summs

In re Hooper dec Robinson v Bamford adjd summs

In re T Daniels Weeks v Daniels adjd summs

In re Beardmore dec Metcalfe v Beardmore adjd summs

In re Inkpen dec Sales v Juden adjd summs

In re Bemrose Bemrose v Bonus adjd summs

In re Kingston dec Jenkins v Jenkins adjd summs

In re Warrington's will Legge v Lodge adjd summs

In re Tollemache's Settlement Hope v Tollemache adjd summs

In re John Cleft dec Cleft v Pope adjd summs

In re Dunster's Will Trusts Lowder v Heywood adjd summs

In re Vincent dec Bennetts v Pascoe adjd summs

In re Pedgrift dec Haward v Lee adjd summs

In re J E McConnell dec Sanders v McConnell adjd summs

Gordon v Smith adjd summs

In re Hunt dec Hunt v Pritchard adjd summs

In re Porter, Amphlett & Jones, Solrs and In re Taxation of Costs adjd summs

In re Jones dec Jones v Bevan adjd summs

In re Grant dec Grant v Grant adjd summs

In re Clark dec and In re Phillips dec Phillips v Phillips adjd summs

In re Heath's Patent and In re Trustee Act 1903 adjd summs

In re Utley dec Russell v Cubitt adjd summs

In re Carter dec Carter v Carter adjd summs

In re Daly Daly v Daly adjd summs

In re Hardman's Trusts Keogh v Hardman adjd summs

In re Mouchel, dec Thomson v Etablissement des Orphelins de St Marie and ors adjd summs

Herbert v Herbert adjd summs (not before May 6)

In re Browell's Estate Browell v Hodgkinson adjd summs

In re Hancock Withers v Hancock adjd summs

In re W. Caudery dec London Joint Stock Bank ld v Wightman adjd summs

In re Gray's Legacy and In re Trustee Act 1893 adjd summs

In re Masterman dec Watson v Talbot adjd summs
In re Osborne and Pocklington's Contract and The Vendor and Purchaser Act 1874 adjd summs
In re Birch Harries v Birch adjd summs
In re Waring & Gillow ld Lord Sudeley v The Company adjd summs

Companies (Winding Up) and Chancery Division.
Companies (Winding Up).
Petitions.

Gloria Copper Mines (Spain) ld petn of C B Toller—ordered on April 11 1911 to stand over generally
Camden Brewery Co ld (petn of Turner Byrne & Co) Same (petn of S J Garrett & Co—s o from Jan 23 to April 23 1912)
Samuel Allsopp & Sons ld (petn of C H Belsey—s o from Jan 23 to April 23 1912)

Ind Coope & Co ld (petn of C Spalding) Same (petn of H G Da Costa) Same (petn of Shuters Chippendales & Colvers ld—s o from Jan 23 to April 23 1912)

Hudson Bay and Pacific Railway Development Co ld (petn of E M Carter and ors—s o from March 5 to April 17 1912)

Jicaro Gold Estates ld (petn of J Neave and anr—ordered on March 19 1912 to stand over generally)

Rosherville Pier and Steam Packet Co ld (petn of C Giddy—s o from March 10 to April 17 1912)

Lamplough & Son ld (petn of Charles D Clayton ld—s o from April 2 to April 17 1912)

Congo Rubber Plantations ld (petn of Dalton Parsons & Co ld—s o from April 2 to April 17 1912)

Rubber Growers & Traders' Syndicate ld (petn of Dalton Parsons & Co—s o from April 2 to April 17 1912)

J W Simpson & Co (petn—under Limited Partnerships Act 1907—of Jeremiah Rotherham & Co ld—s o from April 2 to April 17 1912)

Magic Ride Syndicate ld (petn of J Parkinson & Sons (Blackpool) ld)

Bridgwater Construction Co ld (petn of Merchants Union ld)

Barium Compounds ld (petn of T Webb and anr)

Metalite ld (petn of A B Reckitt and ors)

Sirdar Rubber Co ld (petn of London & South Western Bank ld)

Oil & Ozokerite co ld (petn of E Hughes)

Building Construction Co ld (petn of W A Addinsell and anr)

Lindsay Neal & Co ld (petn of C Neal)

Chancery Division.
Petition (to sanction Scheme of Arrangement).

Monitor and Ajax Traction ld (petn of A G Selson and ors—ordered on October 24 1911 to stand over generally—to be mentioned)

Petition (to confirm reorganisation of Capital).

Cooper Steam Digger Co ld (s o from March 12 to April 17 1912)

Petition (to confirm reduction of Capital).

Oceana Development Co ld and reduced

Companies (Winding Up) and Chancery Division.
Court Summonses.

Progressive Asso Co ld (as to payment of life claim—ordered on Feb 1 1910 to stand over generally)

Brown and ors v British Natural Premium Life Assoc ld and ors (on construction of trusts—ordered on Jan 24 1911 to stand over generally)

Egyptian Estates ld (for removal of "saisies" on debts—ordered on March 7 1911 to stand over generally)

Ivory Coast Rubber Estates ld (on claims—ordered on Feb 7 1912 to stand over generally)

National Provincial Insee Corpn ld (for account etc—ordered on Jan 30 1912 to stand over)

Yates Haywood & Co and The Rotherham Foundry Co ld (misfeasance—with witnesses)

Willer & Riley ld (misfeasance—with witnesses)

Law Car and General Insee Corpn ld (as to proposed compromise)

Rinking ld (misfeasance)

Baron Cigarette Machine Co ld (for appointment of new liquidator—with witnesses) Same (for postponement of completion of sale—with witnesses)

Before Mr. Justice WARRINGTON.
Retained Matters.
Petitions.

Formby v Smith (petn of the Equitable Reversionary and Investment Soc (s o generally)

Formby v Smith (petn of the General Reversionary and Investment Co ld (s o generally)

Motion (by Order).
In re Nocton, a Solr etc (fixed for April 27)

Adjourned Summonses.

In re W G Windham dec and In re The Settled Land Acts 1886 to 1890 adjd summs pt hd (fixed for April 16 subject to anything pt hd)

In re Boyd's Settlement Trusts Willis v Boyd adjd summs pt hd (s o generally)

In re W A Sanders, a Solr and In re taxation of costs adjd summs

In re Avery dec Pinent v Avery two adjd summonses

Elliott v Elliott adjd summs

Chamber Summons.

In re Cox dec Goldsmith v Cox

Causes for Trial (with Witnesses).
The London and Provincial Asso Co ld v Stewart and anr action and counterclaim (by order) (s o generally)

Mendelssohn v Traies & Son act (s o pending settlement)

In re Musgrave dec Cripps v Wilkinson action pt hd (s o generally)

In re M S Cooper dec Reeder v Curtis and ors action (s o until further order)

The Electric and Ordnance Accessories Co ld v Hancock action and counterclaim (s o pending settlement)

In re Kenrick & Jefferson's Patent No 6,629 of 1903 petn for revocation (s o for amendment of specification)

Henderson v Haasan action (s o not before May 1)

Attorney-Gen v Homer action (s o generally, liberty to apply)

Norton v Gillespie and anr action
Martin v Wilkes action

In re The Ibo Investment Trust ld
Wylor v The Company adjd summs (with witnesses) pt hd (s o generally)

Osram Lamp Works ld v The "Z" Electric Lamp Manufacturing Co ld action (not before April 22, by order)

Beart v Butcher act

Pigott v Stanley act (not before July 1)

Viola v Hickman act and counterclaim (not before April 29)

Mills v Grundherr act (s o liberty to apply to restore)

Weston v Booth act and counterclaim

In re Trade Marks Act 1905 and In re appln by Georg Schicht Actien Gesellschaft motion In re Same motion

In re Grande Maison d'Automobiles ld Jones v The Company adjd summs (with witnesses)

Kelly v Lovering act

Defries v Milne act (not before April 30)

Crown v Brown act

In re Assiter dec Assiter v Assiter act

In re Companies (Consolidation) Act 1908 and In re Djambi (Sumatra) Rubber Estates ld motion

In re Patent and Designs Act 1907 and In re Tomlinson motion

Hodgson v Hudson action and counterclaim

Morley & Lanceley ld v Dodd act and counterclaim

Before Mr. Justice NEVILLE.
Retained Matters.
Motions.

The Brit. Zonophone Co ld v John G Murdock & Co ld pt hd

Ashburton v Wemyss

Lloyd's Bank ld v Lloyd's Investment Trust

Adjourned Summonses.

In re Flexman dec Flexman v Lomas adjd summs

In re Mylius dec Lillingstone v Mylius adjd summs

In re Boustead dec Boustead v Mylius adjd summs

In re Hill Hill v Hill adjd summs

In re Broadwood's Estate Edward v Broadwood adjd summs

Causes for Trial (with Witnesses).

Bean v Lloyd's Bank act

In re James Smith dec In re T B Smith dec Woodhouse v Smith act

Encinillas Mines ld v Anglo-American Syndicate act

Muhsa Rubber Plantations ld v Hilkes act

Same v Same (transferred from KB Division)

Henry Thorne & Co ld v Sandow act

In re the Trade Mark of Henry Thorne & Co ld and In re the Trade Marks Act 1906 motion

Bryant v Miller act and counterclaim

In re the Companies (Consolidation) Act 1908 In re H and U Rubber and Coffee Estates ld motion

In re Same and Same motion

The Ethiopian General Trading Co v Clayton act (stayed for security)

Graham v Killick act

Ashburton v Douglas act

Syngé v Mason act

Stephens v Stephens act
Grice v Herbert act

The Marine Torch Co v Holmes Marine Life Protection Assoc act (stayed for further security by order)

Parr v Hilton act

Row v Smelt act

Royal Hotel (Norwich) ld v Sexton act

Oram v Warwickshire Miners' Assoc act

In re Pain dec Pain v Pain act and counterclaim

In re Southwell dec Jones v Wainwright & Pollock act

Oppenheimer Seckel & Co ld v R London (trading etc) act and counterclaim

Couser v Jackson act

Luby v The Warwickshire Miners' Assoc act

Lewis v Locketts Merthyr Collieries (1894) ld act

In re Charles White dec White v White adjd summs (with witnesses)

Jaques v Worsey act and counterclaim

Warner v Duff act

Duncan v Lockerbie & Williamson (Birmingham) ld (The Erebus Manufacturing Co ld and ors, third parties) act

Before Mr. Justice PARKER.
Retained by Order.

Causes for Trial (with Witnesses).

Columbia Government v Columbian Emerald Co ld act

Chaplin v Braham Barnett act (fixed for May 7)

In re Groom's Settlement Groom and ors Rawson and anr act (s o for 10 days after interrogatories filed)

Further Considerations.

In re Adams dec Adams v Adams fur con

Causton v Rider fur con and adjd summs

In re Blair dec Jackson v Johnson fur con

Causes for Trial without Witnesses and Adjourned Summonses.

Columbia Government v Columbian Emerald Co ld three adjd summonses

In re Orphan Working School and Alexandra Orphanage and the State of San Paulo (Brazil) Pure Coffee Co ld In re Vendor and Purchaser Act 1874 adjd summs pt hd

In re The London Electric Treatment Institute Mellersh v The Institute adjd summs pt hd (restored) (s o generally Feb 26)

In re G Corner dec In re Pyman's Settlement Lawson v Colthurst adjd summs pt hd (s o generally)

In re Massey-Mainwaring dec Blair v Mainwaring and ors adjd summs

In re Same Same v Same adjd summs

In re G B Hayward dec Radford v Hayward adjd summs (restored)

In re Bower dec Wilson v Bower adjd summs (with witnesses)

In re P Collings, a Solr, and in re taxation of costs adjd summs (s o)

In re Charles Pawley dec Pawley v Pawley adjd summs pt hd (s o liberty to apply)

In re Nicholas Kendall, an infant adjd summs (s o)

In re James Holmes dec Peard v Holmes adjd sums (s o)
 In re Letters Patent No 18,898 of 1904 and In re Patents and Design Act 1907 motion amendment of specification (s o leave to amend)
 In re Drinkwater's Will Butwell v Cole adjd sums (s o generally March 2)
 In re Anne Sanderson dec Roberts v Arnold adjd sums
 In re Smith-Bosanquet's Settled Estates and In re The Settled Land Acts 1882 to 1890 adjd sums
 In re Sir J Bailey's Will Trusts Hopkins v Hopkins adjd sums
 In re J Sporie dec Goodchild v Sporie adjd sums
 Thompson v The Peter Union Tyre Co adjd sums
 In re Ramsay's Will Trusts Williamson v The Public Trustee adjd sums
 In re Rothschild's Settlement Landauer v Feldenheimer adjd sums
 In re Batterham dec Batterham v Clarke adjd sums
 Allen Knight & Co ld v The British Pallas Manufacturing Co ld adjd sums
 In re J Wilson dec Wilson v Davies adjd sums
 In re T N Clark dec Clark v Dixon adjd sums
 In re Clegg dec Clegg v Clegg adjd sums
 In re E Black dec Holmes v Black adjd sums
 In re J Hudson dec Brown v Hudson adjd sums
 In re S Phillips dec Phillips v Phillips adjd sums
 In re H T Baker, a Solr. and In re taxation of costs adjd sums
 Brown v Goddard motn for judgt (short)

Before Mr. Justice EVE.

Retained by Order.

Adjourned Sammonses.

In re Seton-Karr dec Seton v Seton adjd sums
 In re Same Same v Same adjd sums
 In re Bonacina dec Le Brasseur v Bonacina adjd sums
 In re Brooks dec Brooks v Brooks adjd sums pt hd (s o generally)
 In re Ashby's Trusts Grimwood v Ashby adjd sums
 In re Covil dec Covil v Covil adjd sums
 In re Marquis of Ely Tottenham v Ely adjd sums
 In re Fitch Firth v Loveridge adjd sums
 In re Mellor dec Dodgson v Ashworth adjd sums
 In re Leslie's Hassop Estates adjd sums

Motions.

Baragwanath v Ramsden
 Great Metropolitan Window-Cleaning Co ld v De Groot
 Fielden v Fitzwilliam
 The Transvaal Exploring Land and Minerals Co ld v The United African Lands ld
 In re Bagot Bagot v Bagot
 In re Same Same v Same
 In re Same Same v Same

Causes for Trial (with Witnesses).
 Lever Brothers ld v Bury District Co-operative Soc ld act Same v Huddersfield Industrial Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v

Prestwich Co-operative and Industrial Soc ld act
 Benjamin Brooke & Co ld v Same act Lever Brothers ld v Heckmondwike Industrial Co-operative Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v Slaughterwaite Equitable Industrial Co-operative Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v Wrexham Co-operative Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v Golear Co-operative Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v Birmingham Industrial Co-operative Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v Nottingham Co-operative Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v Derby Co-operative Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v Wolverhampton Co-operative Soc ld act Same v Stockport Industrial Equitable Co-operative Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v Rugby Co-operative Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v Hyde Equitable Co-operative Soc ld act Benjamin Brooke & Co ld v Same act Lever Brothers ld v Gomersal Industrial Co-operative Soc ld act Same v Little Lever Co-operative and Industrial Soc ld act Same v Horwich Industrial Co-operative Soc ld act Same v Preston Industrial Co-operative Soc ld act Stand over for a day to be fixed
 Jowett v National Standard Life Assce Corpn ld act and counterclaim pt hd
 Short Bros ld v Wearmouth Coal Co Wearmouth Coal Co v Webster third party issue
 In re Marler dec Curzon v Marler act (not before June 4)
 The Ridgway Co v The Religious Tract Soc act (s o until Trinity)
 Thomas v Mayor etc of Aberavon act
 Coslett Anti-Rust Syndicate ld v Lennox act
 Carter v Apfel act
 Arden v Clift act
 Ingram v Dawson act (not before May 1)
 Ferro v Moore act
 Yeatman v L Homberger & Co act (stayed for security)
 Griffiths v Millington act (not before May 1)
 Bradley v Watts act
 Leeke v Mayor etc of Portsmouth act (not before May 1)
 In re Metcalf dec Metcalf v Metcalf act
 In re Cox dec In re Murphy dec Cox v Hatton act and motn for judgt
 Jackson v Cording act
 Okins v Morrison act
 Ellis v Oram Lamp Works ld act

National Phonograph Co ld v National Gramophone Co ld act (not before April 22)
 Skeen v Stiff act
 Featherston v Chas J Saunders ld act
 Upton v Henderson act
 Taylor v The Oil and Ozokerite Co act and counterclaim
 Barkell v Dingley act
 Bersey v Harris act without pleadings
 Harding v Hall act
 Ferguson Superheaters ld v Askern Coal and Iron Co ld act
 Anderson v Gulston act
 Ashburton de la Warr act
 Willoughby v Barber act
 Slack v Hancock act
 Ganney v Grantham act
 Attorney-Gen. v Lindsay-Hogg act

Philall ld v Newham act
 Pitcher v Dent act
 Johnston v Bolotoff act
 It re Rex dec Rix v Rix act motn for judgt and third party notice
 In re Covil dec Covil v Covil act
 Johnson v Paine act
 St. Catherine's College v Green-smith act
 The Rotary Photographic Co ld v Trenkler act
 The London and Provincial Moss Litter Co ld v The Peat Moss Litter Supply Co ld and ora act
 Chance v Pennington act and counterclaim
 In re Fellows dec D'Arcy v Corker act
 Keene v Neighbour act and counterclaim

The Property Mart.

Forthcoming Auction Sales.

April 23.—Messrs. HAMPTON & SONS, at the Mart: Freehold Building Estate, Business Premises, and Villas (see advertisement, page iv, April 13).
 April 23.—Messrs. MARLES & MARLES, at the Mart, at 1.30: City Office Building (see advertisement, back page, March 30).
 April 24.—Messrs. BODIE, TUNN & Co., at the Mart, at 2: Freehold Investments (see advertisement, back page, this week).
 April 25.—Messrs. HAWLAND & SOW, at Potters Bar, at 7.30 p.m.: Freehold Properties (see advertisement, back page, this week).
 May 7.—Messrs. THURGOOD & MARLEY, at the Mart, at 2: Leasehold Premises, Freehold Town House, Freehold Residence, and Building Land, &c. (see advertisement, page iv, April 13).
 May 7.—Messrs. DERRHAM, TISSOT, RICHARDSON & Co., at the Mart, at 2: Freehold and Leasehold Warehouses (see advertisement, page iii, April 13).
 May 8.—Messrs. HAMPTON & SONS, at the Mart, at 2: Leases, &c. (see advertisement, back page, this week).
 May 13 and July.—Messrs. DRIVERS, JONES & Co: Estates, &c. (see advertisement, back page, April 6 and 13).
 May 15.—Messrs. DANIEL SMITH, SON, & OAKLEY, at the Mart, at 2: Freehold Town Properties, Agricultural Estates, Ground Rents, &c. (see advertisement, page iii, March 23).
 May 15.—Messrs. TROLOPE, at the Mart, Freehold Estate (see advertisement, page iii, April 6).
 May 20.—Messrs. JONES, LANE & Co., at the Mart, at 2: Freehold Ground Rent (see advertisement, back page, this week).

Result of Sale.

REVERSIONS, POLICIES, &c.

Messrs. H. E. FOSTER & CHANFIELD held their usual Fortnightly Periodical Sale of these interests, at the Mart, Tokenhouse-yard, E.C., on Thursday last, when the following Lots were sold at the prices mentioned:—

THE ABSOLUTE REVERSION to £4,384	...	...	...	Sold £19,930
POLICIES of ASSURANCE for £3,000	...	...	...	" 23,960
POLICY of ASSURANCE for £1,000	...	...	...	" 1,430
REVERSIONARY LIFE INTEREST and POLICY of ASSURANCE	...	...	...	" 2,140
ABSOLUTE REVERSION to One-fifth of FREEHOLDS	...	...	...	" £27 10s.

Winding-up Notices.

London Gazette.—FRIDAY, April 12.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CRYDON PICTORIAL NEWSPAPERS, LTD.—Petn for winding up, presented Mar 29, directed to be heard at the Croydon County Court, Scarbrooke rd, Croydon, on April 23. Morley & Co, 53, Gresham House, 11d Broad st, solrs for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of April 22.

EASTERN ALASKA SYNDICATE, LTD.—Creditors are required, on or before May 15, to send their names and addresses, and the particulars of their debts or claims, to Ernest H. Neville, Bush Lane House, Cannon st, liquidator.

PALLADIUM (BRIGHTON), LTD.—Petn for winding up, presented April 10, directed to be heard April 23. Robert Carter, 62, Cheapside, agent for Peacock, Brighton, solr for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of April 22.

VANOUVER COPPER CO, LTD.—Creditors are required, on or before May 2, to send their names and addresses, and the particulars of their debts or claims, to William Cooper, 4, Sun ct, Cornhill, liquidator.

London Gazette.—TUESDAY, April 16.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

HARTFORD MILLS CO, LTD.—Creditors are required, on or before May 23, to send their names and addresses, and the particulars of their debts or claims, to Bernard Simpson, 61, Cambridge rd, Southport. Forshaw & Parker, Preston, solrs for the liquidator.

MARTIN'S RUBBER CO, LTD.—Petn for winding up, presented April 13, directed to be heard at the Court House, Castle st, Southampton, May 7, at 11. Bassett & Co, 9, Gloucester sq, Southampton, agents for Robert Jones, 2, Norfolk st, Manchester, solr for the petn. Notice of appearing must reach the above named not later than 6 o'clock in the afternoon of May 6.

OSWALD BRADLEY & CO, LTD.—Creditors are required, on or before May 25, to send their names and addresses, and the particulars of their debts or claims, to Samuel Richard Fuller, Knarsborough Rd, Knarsborough, solr to the liquidator.

PHARMACEUTICAL DEFENCE, LTD. (IN VOLUNTARY LIQUIDATION).—Creditors are required, on or before April 26, to send in their names and addresses, with particulars of their debts or claims, to T. Edward Tawell, 116, High Holborn, liquidator.

V. D. SYNDICATE, LTD. (IN LIQUIDATION).—Creditors are required, on or before May 16 to send in their names and addresses, and the particulars of their debts or claims to George Patteson, Pinners' Hall, Austin Friars, liquidator.

Resolutions for Winding-up Voluntarily.

London Gazette.—FRIDAY, April 12.

JOHN BIRNEY & SONS, LTD.
BRYTEN-ONES, LTD.
CITY REVERSIONARY CORPORATION, LTD.
J. FRANKLIN-ADAMS, LTD.
VANCOUVER COPPER CO. LTD.
MELLIN'S FOOD CO. FOR AUSTRALIA AND NEW ZEALAND, LTD.
SHIP "RIVERIDE" CO. LTD.
HOTHKISS ORDANCE CO. LTD.
STEELITE EXPLOSIVES, LTD.
EAST-ON ALASKA SYNDICATE, LTD.
DIAMBI (40MTRA) RUBBER ESTATES, LTD.
WARNER & TRICKS, LTD.

London Gazette.—TUESDAY, April 16.

FORSHAW, LTD.
BRITISH PROPERTY SECURITIES AND ASSETS INVESTMENT TRUST CO. LTD.
DEVON AND EAST CORNWALL MINES DEVELOPMENT, LTD.
OSWALD BRADLEY AND CO. LTD.
CASTLETON MINING SYNDICATE, LTD.
PORTWOOD STRAMSHIP CO. LTD.
GWANCAROUWEN AND DISTRICT CO-OPERATIVE SOCIETY, LTD.
HARTFORD MILLS CO. LTD.
"PRADO" STRAMSHIP CO. LTD.
RUBBER CONTRACTS SYNDICATE, LTD.
CORNHILL GRAPHIC, LTD.
JOHN LEE & SONS, LTD.
RAVENSWORTH GOLF CLUB, LTD.
BROWN'S DAY DOCK AND ENGINEERING, CO. LTD.

Creditors' Notices.

Under 22 & 23 Vict. cap. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, April 12.

BAKER, FRANCES ROUELL, Colchester mans, South Kensington May 20 Simpson & Co, Moorgate st
BATHURST, JANE, Eastbourne May 10 Hores & Co, Lincoln's Inn fields
BROPHY, ANDREW FENGAR, Temple gds, Golder's Green May 15 Dalton & Co, Southampton st, Bloomsbury
BROWN, JAMES DAVIES, Grove Green rd, Leytonstone May 10 Prior, Colchester
BROWFIELD, SAMUEL Lee rd, Blackheath May 22 Woodcock & Co, Bloomsbury sq
DOUGHTY, CHARLES, Norman on, Miner May 17 Cousins & Fletcher, Leeds
EDWARDS, ABRAHAM, Drayton, Oxford, Bath Keeper May 10 Fairfax & Baisfield, Banbury
FOWLER, FREDERICK CHARLES, Birmingham, Physician May 15 Cohen, Birmingham
GILLET, ALBERT (ORDELL), Portsmouth, District Insurance Superintendent May 14 Large, Southsea
HARRISON, ALICE, Southport May 20 Brown & Co, Southport
LINDOP, JAMES, Tunstall, Staffs, Clothier May 10 Hollinshead, Tunstall
McGREGOR, WILLIAM, Handsworth, Birmingham May 15 Gateley & Sons, Birmingham

Bankruptcy Notices.

London Gazette.—FRIDAY, April 12.

RECEIVING ORDERS.

BAKER, NICHOLAS NORMAN, Newton Abbot, Devon, Haulier Exeter Pet April 10 Ord April 10
BINDER, THOMAS WILLIAM, Burton on Trent, Saddler Burton on Trent Pet Mar 22 Ord April 10
COLER, WILLIAM EDWARD, College st, Chelsea, Oil and Colour Man High Court Pet April 4 Ord April 4
COOPER, GEORGE MARSHALL, jun, Sunderland, Licensed Victualler Sunderland Pet April 10 Ord April 10
COOPER, JAMES, Fair Stenham, Suffolk, Farmer Bury St Edmunds Pet April 10 Ord April 10
EDWARDS, RICHARD THOMAS, Machynlleth, Montgomery, Farmer Aberystwyth Pet Mar 14 Ord April 10
EDWARDS, THOMAS, Cwmgorse, Glam, Building Contractor Neath Pet Mar 24 Ord April 10
FARREN, WILLIAM HENRY, Ebbw Vale, Mon, Cycle Dealer Tredgar Pet Mar 15 Ord April 2

GIBBS, ANDREW, Bowes rd, New Southgate, Glass Merchant Edmonton Pet Mar 13 Ord April 4
HALLAS, JOHN HENRY, Leeds, Carting Agent Leeds Pet April 10 Ord April 10
HAMPTON, JOHN EDWARD, Buxton, Debt Collector Stockport Pet April 10 Ord April 10
JACKSON, EDWARD, Wigan, Film Hirer Wigan Pet April 10 Ord April 10
JAMES, OWEN, and RICHARD JAMES, Blackwood, Mon, Confectioners Tredgar Pet Mar 19 Ord April 2
JONES, DAVID GARNIER, Blanes, Ffestiniog, Merioneth, Draper Portmadoc Pet April 10 Ord April 10
KNIGHT, CHARLES CONERT, Sawbridge-worth, Herts, Book-seller Hertford Pet April 10 Ord April 10
McCOTTON, ALLAN, Coventry, Fish Dealer Coventry Pet April 10 Ord April 10
MARDON, VICTOR EMANUEL, Westcliff on Sea High Court Pet Feb 9 Ord April 3
MARE, H. TALENT, Charing Cross rd High Court Pet Feb 28 Ord April 3
MARTIN, GERALD, Southampton Southampton Pet Feb 26 Ord April 10

MARTIN, GUSTAV LEWIS, Mitcham rd, Tooting, Baker High Court Pet Mar 15 Ord April 10
MAWET, FREDERICK THOMAS, Leicester, Journeyman Baker Leicester Pet April 10 Ord April 10
RASHBURN, J. Southwark Bridge bldgs, Southwark, Printer High Court Pet Mar 15 Ord April 3
RAY, FRANCIS PERK and GEORGE ANDREWS COURTNEY, Cross in, Eastcheap, Tea Dealers High Court Pet Feb 5 Ord April 3
ROOSES, STEPHEN, Croydon, Fancy Apron Manufacturer High Court Pet April 10 Ord April 10
RUXTE, EMMET AUGUSTUS, Victoria st, Westminster Architect High Court Pet April 3 Ord April 3
SCHISNKA, SIDNEY, Theobalds rd, Tobaccoist High Court Pet Mar 5 Ord April 4
SHOPLAND, WALTER, Bodminster, Bristol Yeast Dealer Bristol Pet April 10 Ord April 10
STOW, LEIGH, Ilford, Essex, Private Secretary Chelmsford Pet Feb 26 Ord April 10
TIPLADY, WILLIAM, Tickhill, nr Rotherham, Butcher Sheffield Pet April 4 Ord April 4

THE LICENSES INSURANCE CORPORATION AND GUARANTEE FUND, LIMITED,

24, MOORGATE STREET, LONDON, E.C.

ESTABLISHED IN 1890.

SPECIALISTS IN ALL LICENSING MATTERS.

Upwards of 630 Appeals to Quarter Sessions have been conducted under the direction and supervision of the Corporation. Suitable Insurance Clauses for inserting in Leases or Mortgages of Licensed Property, Settled by Counsel, will be sent on application.

X

The Corporation has extended its operations, and, in addition to Licenses Insurance, now covers risks in connection with:—Fire, Consequential Loss, Burglary, Workmen's Compensation, Fidelity Guarantee, Third Party, etc., under a perfected Pooling system of Insurance.

X

APPLY FOR PROSPECTUS.

ALLIANCE

ASSURANCE COMPANY, LTD.

ESTABLISHED IN 1824.

Assets exceed £23,000,000.

HEAD OFFICE: BARTHOLOMEW LANE, LONDON, E.C.

DIRECTORS:

THE RIGHT HON. LORD ROTHSCHILD, G.C.V.O., Chairman.

IAN HEATHCOAT AMORY, Esq.

CHARLES EDWARD BARNETT, Esq.

F. CAVENDISH BENTINCK, Esq.

A. V. DUNLOP BEST, Esq.

FRANCIS AUGUSTUS BEVAN, Esq.

PERCIVAL BOSANQUET, Esq.

Hon. KENELM P. BOUVERIE.

THOMAS HENRY BURROUGHS, Esq.

JOHN CATOR, Esq., M.P.

His Grace the DUKE OF DEVONSHIRE.

Col. the Hon. EVERARD C. DIGBY.

HUGH H. J. W. DRUMMOND, Esq.

Capt. GERALD M. A. ELLIS.

C. SHIRREFF HILTON, Esq.

W. DOURO HOARE, Esq.

FRANCIS ALFRED LUCAS, Esq.

CECIL FRANCIS PARR, Esq.

Hon. HENRY BERKELEY PORTMAN.

Hon. N. CHARLES ROTHSCHILD.

Sir MARCUS SAMUEL, Bart.

H. MELVILL SIMONS, Esq.

Right Hon. LORD STALBRIDGE.

HENRY ALEXANDER TROTTER, Esq.

Right Hon. the EARL OF VERULAM.

Sir CHARLES RIVERS WILSON, G.C.M.G., C.B.

Among the classes of Insurance transacted by the Company are the following:—

- (1) Life Insurance, with and without Profits, with special provisions for the payment of Estate Duties.
- (2) Fire Insurance of every description.
- (3) Insurances to cover Loss of Rent, Interest and Profit, consequent upon Fire damage to Property.
- (4) Marine Insurance.
- (5) Burglary, Theft, and Plate Glass Insurance.
- (6) Accident, including Personal Accident, Motor Car and Employers' Liability Insurance.

Fidelity Guarantee and Sinking Fund Policies are also granted.

Applications for Agencies are entertained, and Prospectuses with other papers may be had on written or personal application.

ROBERT LEWIS, *General Manager.*

FIRST MEETINGS.

ARMISTEAD, WILLIAM, Luthorpe, Yorks, Commercial Traveller April 23 at 12 Off Rec, Court chambers, Albert rd, Middlesbrough
 COLER, WILLIAM EDWARD, College st, Chelsea, Oil and Colour Man April 23 at 12 Bankruptcy bldg, Carey st
 DEWHIRST, RICHARD, Todmorden, Printer April 23 at 12.15 Queen Hotel, Todmorden
 EDWARDS, RICHARD WILLIAM, Spenny Moor, Durham, Music Dealer April 24 at 2.30 Off Rec, 3, Manor pl, Sunderland
 FRENCH, WILLIAM HENRY, Ebbw Vale, Mon, Cycle Dealer April 20 at 11 Off Rec, 144, Commercial st, Newport, Mon
 GUSTON, HARRY, Tytree, Essex, Builder April 23 at 12 Off Rec, 14, Bedford row
 HART, GEORGE, Ware, Herts, Plumber April 23 at 3 Off Rec, 14, Bedford row, London
 HILL, FREDERICK, Aylesbury, Bucks, Builder April 20 at 12 1, 86 Aldate's, Oxford
 JAMES, OWEN, and RICHARD JAMES, Blackwood, Mon, Bakers April 20 at 11.30 Off Rec, 144, Commercial st, Newport, Mon
 JENKIN, JOHN WILLIAM, Price, Crown, Cornwall, Quisity man April 20 at 10 Off Rec, 12, Friar's st, Truro
 JEX, ARTHUR WILLIAM, Lowestoft April 20 at 12 Off Rec, 8, King st, Norwich
 MADDORS, VICTOR EMMAUEL, Westcliff on Sea April 22 at 12 Bankruptcy bldg, Carey st
 MARKS, H. STANLEY, Charing Cross rd April 22 at 11 Bankruptcy bldg, Carey st
 MARTIN, GUSTAV LEWIS, Mitcham rd, Tooting, Baker April 22 at 11 Bankruptcy bldg, Carey st
 PEIRSON, GEORGE HODGSON, Galsborough, Railway Porter April 23 at 11.30 Off Rec, Court chambers, Albert rd, Middlesbrough
 PHILLIPS, JOHN CHRISTOPHER, Brithdir, Glam, Grocer April 24 at 12 Off Rec, County Court, Town Hall, Merthyr Tydfil
 RABENUSSEK, J. Southwark Bridge bldg, Southwark, Printer April 25 at 11 Bankruptcy bldg, Carey st
 RAY, FRANCIS PEEK, and GERALD AMBROSE COURTNEY, Cross in, Eastcheap, Tea Dealers April 24 at 1 Bankruptcy bldg, Carey st
 ROOSES, EDWARD, Stoford, Barwick, Somerset, Coal Merchant April 23 at 12.30 Off Rec, City chambers, Catherine st, Salisbury
 ROOSES, STEPHEN, Croydon, Fancy Apron Manufacturer April 25 at 11 Bankruptcy bldg, Carey st
 RUNTS, ERNEST AUGUSTUS, Victoria st, Westminster, Architect April 24 at 12 Bankruptcy bldg, Carey st
 SALTER, MARY ANN, Bradford, April 20 at 11 Off Rec, 12, Duke st, Bradford
 SCHISKE, SIDNEY, Theobalds rd, Tobaccoist April 25 at 12 Bankruptcy bldg, Carey st

ADJUDICATIONS.

BAKER, NICHOLAS NORRIS, Newton Abbot, Devon, Haulier Exeter Pet April 10 Off Rec, 10
 COLER, WILLIAM EDWARD, College st, Chelsea, Oil and Colourman High Court Pet April 4 Off Rec, 4
 COLLINGWOOD, WALTER, Chisip st, Poplar, Confectioner High Court Pet Mar 19 Off Rec, 4
 COOPER, GEORGE MARSHALL, jun, Sunderland, Licensed Victualler Sunderland Pet April 10 Off Rec, 10
 COOPER, JAMES, Earl Statham, Suffolk, Farmer Bury St Edmunds Pet April 10 Off Rec, 10
 DAVIS, MORRIS, Farleigh rd, Stoke Newington, Fruit Merchant High Court Pet Mar 11 Off Rec, 4
 FRENCH, WILLIAM HENRY, Ebbw Vale, Mon, Cycle Dealer Tredegar Pet Mar 15 Off Rec, 10
 GOLDHILL, SAMUEL JOHN, Houndsditch, Sponge Merchant High Court Pet Jan 23 Off Rec, 3
 GOLDSTEIN, SIMON FADRIAN, Sun st, Finsbury, Warehouseman High Court Pet Mar 8 Off Rec, 2
 HALLAS, JOHN HENRY, Leeds, Carting Agent Leeds Pet April 10 Off Rec, 10
 HAMPSON, JOHN EDWARD, Buxton, Debt Collector Stockport Pet April 10 Off Rec, 10
 HARRIS, LAWRENCE, Sefton Park, Liverpool High Court Pet Dec 30 Off Rec, 4
 HART, GEORGE, Ware, Herts, Plumber Hertford Pet Mar 29 Off Rec, 4
 HAWKINS, JOHN FREDERICK GEORGE, Otley, Suffolk, Farmer Ipswich Pet Mar 7 Off Rec, 10
 JACKSON, EDWARD, Wigan, Film Hirer Wigan Pet April 10 Off Rec, 10
 JAMES, OWEN, and RICHARD JAMES, Blackwood, Mon Tredegar Pet Mar 19 Off Rec, 10
 JONES, DAVID GABRIEL, Biscanau Festiniog, Merioneth, Draper Portmadoc Pet April 10 Off Rec, 10
 LEAVY, JOSEPH WILLIAM, Charter Alley, nr Basingstoke, Hatter Draper Winchester Pet Feb 20 Off Rec, 4
 MCCUTCHION, ALLAN, jun, Coventry, Fish Dealer Coventry Pet April 10 Off Rec, 10
 MAWBY, FREDERICK THOMAS, Leicester, Journeyman Baker Leicester Pet Apr 10 Off Rec, 10
 NORTH, JOSEPH HANVY, Tuxford, Notts, Land Agent Lincoln Pet Mar 9 Off Rec, 10
 ROOSES, STEPHEN, Croydon, Fancy Apron Manufacturer High Court Pet April 10 Off Rec, 10
 RUNTS, ERNEST AUGUSTUS, Victoria st, Westminster, Architect High Court Pet April 3 Off Rec, 3
 SHOPLAND, WALTER, Bedminster, Bristol, Yeast Dealer Bristol Pet April 10 Off Rec, 10
 TIPLADY, WILLIAM, Tickhill, nr Rotherham, Butcher Sheffield Pet April 4 Off Rec, 4

London Gazette.—TUESDAY, April 16.

RECEIVING ORDERS.

AMIES, ARTHUR EDWIN, Maidstone, Commercial Traveller Maidstone Pet April 11 Off Rec, 11
 ATACK, JOHN WILLIAM, Oakworth, nr Keighley, Master Tailor Bradford Pet April 11 Off Rec, 11
 BAXTER, REGINALD, Stilton, Hunts, Wheelwright Peterborough Pet April 12 Off Rec, 12

BENSON, FRED, Scarborough, Tobaccoist Scarborough Pet April 11 Off Rec, 11
 BIRD, JOSEPH THOMAS, Amersham Vale, New Cross, Horse Dealer, Greenwich Pet April 12 Off Rec, 12
 BLACKMAN, RUSSELL THOMAS, Gillingham, Kent, Auctioneer Rochester Pet April 11 Off Rec, 11
 CALMAN, GEORGE, Flanders rd, Bedford Park, Hotel Attendant Brentford Pet April 11 Off Rec, 11
 COLLINS, HARRY SAMUEL, Pembroke, Licensed Victualler Tredegar Pet April 11 Off Rec, 11
 EISENHARDT, MAX, Clifford st, Bond st, Wine Merchant High Court Pet Mar 6 Off Rec, 12
 EVANS, HUGH, Cwrt, Trawsfynydd, Merioneth, Farmer Portmadoc Pet April 13 Off Rec, 13
 EVANS, JOHN, Crumlin, Mon, Grocer Newport, Mon Pet Mar 27 Off Rec, 12
 HADDOW, JAMES, Croydon, Grocer Croydon Pet April 11 Off Rec, 11
 HEDLEY, ARTHUR, Seymour pl, High Court Pet Jan 12 Off Rec, 12
 HEWITT, THOMAS JAMES, Kings Norton, Birmingham Baker Birmingham Pet April 11 Off Rec, 11
 HEYMANN, SIGFRIED, Oxford st, Commission Agent High Court Pet Mar 18 Off Rec, 12
 HOLTZMAN, SIMON, Holloway st, Commercial rd, Carman High Court Pet April 11 Off Rec, 11
 HUNT, WILLIAM THOMPSON, Stockport, Cheshire, Furniture Dealer Stockport Pet April 11 Off Rec, 11
 KEELING, WILLIAM THEODORE, Maidenhead, Windsor Pet April 13 Off Rec, 13
 KING, EMERY, Southill, Biggleswade, Beds, Carpenter Bedford Pet April 11 Off Rec, 11
 MACHIN, ALFRED WILLIAM, Nechells, Eirmingham, Butcher Birmingham Pet Mar 20 Off Rec, 11
 NAGLES, I, Kingsland rd, High Court Pet Mar 25 Off Rec, 11
 NEWTON, EDWIN THOMAS, Chatham, Cabinet Maker Rochester Pet April 12 Off Rec, 12
 OVERTON, JAMES, Woodhall Spa, Lincoln, Auctioneer Lincoln Pet April 12 Off Rec, 12
 PARKER, GEORGE, Horsham, Sussex, Painter Pet April 11 Off Rec, 11
 PENSANT, ROBERT MAYO, Plymouth, Fruit Merchant Plymouth Pet Mar 30 Off Rec, 11
 REEVES, JAMES, Reading, Cabinet Maker Reading Pet April 11 Off Rec, 11
 RENNISON, HERBERT, Burntcliffe, Leeds, Cabinet Maker Leeds Pet April 13 Off Rec, 13
 RIDE, GEORGE EDWARD, Sheerness, Miller Rochester Pet April 13 Off Rec, 13
 RIGGERS, PETER, D'Arblay st, Soho, Baker High Court Pet April 11 Off Rec, 11
 ROBBINS, WILLIAM MARTIN, Chilcompton, Somerset, Baker Wells Pet Mar 22 Off Rec, 11
 SEABRIGHT, ARTHUR CHARLES, Pentwynmawr, nr Newbridge, Mon, Butcher Newport, Mon Pet April 12 Off Rec, 12
 SHARP, ERNEST THOMPSON, Shirley, Hampshire, Chemist's Manager Southampton Pet April 12 Off Rec, 12
 SHERWIN, HERBERT, Manningham, Draper Bradford Pet April 11 Off Rec, 11
 SMITH, JOSEPH, Stockport, Cheshire, Butcher Stockport Pet Mar 16 Off Rec, 11
 ST JOHN, GEOFFREY, Eccleston sq, High Court Pet Feb 29 Off Rec, 11
 THORNTON, FRED, Great Horton, Bradford, Builder Bradford Pet April 3 Off Rec, 12
 TROUGHTON, JOHN, Lancaster, Tobaccoist Preston Pet April 12 Off Rec, 12
 TYSON, HENRY, Ludford Parva, Lincoln, Cottager Lincoln Pet April 12 Off Rec, 12

FIRST MEETINGS.

ABBOTT, FRANCIS GEORGE WHITE, Worcester April 24 at 11.30 Off Rec, 11, Copenhagen st, Worcester
 AMIES, ARTHUR EDWIN, Maidstone, Commercial Traveller April 24 at 12 9, King st, Maidstone
 ATACK, JOHN WILLIAM, Oakworth, nr Keighley, Master Tailor April 24 at 2.30 Off Rec, 12, Duke st, Bradford
 BAKER, NICHOLAS NORRIS, Newton Abbot, Devon, Haulier April 24 at 11.30 Off Rec, 9, Bedford circus, Exeter
 RAMFORD, JOHN, Bolton, Butcher April 24 at 3 Off Rec, 19, Exchange st, Bolton
 BENNETT, ROBERT, Kenningshall, Norfolk, Dealer April 24 at 12.50 Off Rec, 8, King st, Norwich
 BENSON, FRED, Scarborough, Tobaccoist April 25 at 4 Off Rec, 48, Scarborough, Scarborough
 BINDER, THOMAS WILLIAM, Burton on Trent, Saddler April 24 at 12.30 Off Rec, 5, Victoria bldg, London rd, Derby
 BIRD, JOSEPH THOMAS, Amersham Vale, New Cross, Horse Dealer April 29 at 2.30 152, York rd Westminster Bridge rd
 CAMPBELL, W. H. Llanelli, Draper April 25 at 12 Off Rec, 4, Queen st, Carmarthen
 COOPER, GEORGE MARSHALL, jun, Sunderland, Licensed Victualler April 24 at 2 Off Rec, 3, Manor pl, Sunderland
 COOPER, JAMES, Earl Statham, Suffolk, Farmer April 30 at 2.30 Off Rec, 36, Princes st, Ipswich
 EDWARD, RICHARD THOMAS, Machynlleth, Montgomery, Farmer April 24 at 1 4, Baker st, Aberystwyth
 EDWARDS, THOMAS CEMORSE, Building Contractor April 30 at 11.30 Off Rec, Government bldg, St Mary's st, Swansea
 EISENHARDT, MAX, Clifford st, Bond st, Wine Merchant April 25 at 1 Bankruptcy bldg, Carey st
 HADDOW, JAMES, Croydon, Grocer April 29 at 3 132, York rd Westminster Bridge rd
 HALLAS, JOHN HENRY, Leeds, Carting Agent April 24 at 3 Off Rec, 24, Bond st, Leeds
 HEDLEY, ARTHUR, Seymour pl April 24 at 12 Bankruptcy bldg, Carey st
 HENDERSON, LANCELOT, Crook, Carman April 20 at 10 The Three Tuns Hotel, Durham
 HEWITT, JOHN HULSON, Smethwick, Staffs, Glass Dealer April 24 at 12 Buskin chambers, 191, Corporation st, Birmingham

HEYMANN, SIGFRIED, Oxford st, Commission Agent April 24 at 11 Bankruptcy bldg, Carey st
 HOLT, EDWIN, Burnley, Engineer April 26 at 12 County Court House, Bankhouse st, Burnley
 HOLTZMAN, SIMON, Holloway st, Commercial rd, Carman and Baker April 24 at 1 Bankruptcy bldg, Carey st
 JACKSON, EDWARD, Wigan, Film Hirer April 1 25 at 11.30 Off Rec, 19, Exchange st, Bolton
 JONES, DAVID GABRIEL, Biscanau Festiniog, Merioneth, Draper April 24 at 12 Crypt chambers, Chester
 KNIGHT, CHARLES CROSBY, Sawbridgeworth, Hertford, Bookseller April 24 at 12 Off Rec, 14, Bedford row
 MCCUTCHION, ALLAN, jun, Coventry, Fish Dealer April 24 at 11 Off Rec, 8, High st, Coventry
 MARTIN, GERALD, Southampton April 24 at 11 Off Rec, Midland Bank chambers, High st, Southampton
 MAWBY, FREDERICK THOMAS, Leicester, Journeyman Baker April 24 at 12 Off Rec, 1, Berridge st, Leicester
 NAOLIS, I, Kingsland rd April 25 at 11 Bankruptcy bldg, Carey st
 PARKER, GEORGE, Horsham, Sussex, Painter April 24 at 2.30 Off Rec, 15A, Marlborough pl, Brighton
 RIGGERS, PETER, D'Arblay st, Soho, Baker April 26 at 12 Bankruptcy bldg, Carey st
 SHARP, ERNEST THOMPSON, Shirley, Hants, Chemist's Manager April 24 at 10.50 Off Rec, Midland Bank chambers, High st, Southampton
 SHERWIN, HERBERT, Bradford, Draper April 24 at 3 Off Rec, 12, Duke st, Bradford
 ST JOHN, GEOFFREY, Eccleston sq April 26 at 11 Bankruptcy bldg, Carey st
 THORNTON, FRED, Great Horton, Bradford, Builder April 26 at 11 Off Rec, 12, Duke st, Bradford
 TIPLADY, WILLIAM, Tickhill, nr Rotherham, Butcher April 25 at 12 Off Rec, 12, Duke st, Sheffield
 WOOLFORD, JAMES GEORGE, Southover, Wells, Somerset Coal Merchant April 24 at 11.50 Off Rec, 26, Baldwin st, Bristol
 WRIGHT, EDWARD, Oldbury, Worcester, Property Owner April 24 at 11.30 Ruskin chambers, 191, Corporation st, Birmingham

ADJUDICATIONS.

AMIES, ARTHUR EDWIN, Maidstone, Commercial Traveller Maidstone Pet April 11 Off Rec, 11
 ATACK, JOHN WILLIAM, Oakworth, nr Keighley, Master Tailor Bradford Pet April 11 Off Rec, 11
 RAMFORD, JOHN, Bolton, Butcher Bolton Pet Mar 25 Off Rec, 12
 BAXTER, REGINALD, Stilton, Hunts, Wheelwright Peterborough Pet April 12 Off Rec, 12
 BENSON, FRED, Scarborough, Tobaccoist Scarborough Pet April 11 Off Rec, 11
 BINDER, THOMAS WILLIAM, Burton on Trent, Saddler Burton on Trent Pet Mar 22 Off Rec, 12
 BIRD, JOSEPH THOMAS, Amersham Vale, New Cross, Horse Dealer Greenwich Pet April 12 Off Rec, 12
 CALMAN, GEORGE, Flanders rd, Bedford Park, Middles, Hotel Attendant Brentford Pet April 11 Off Rec, 11
 COLLINS, HARRY SAMUEL, Aberystwyth, Licensed Victualler Tredegar Pet April 11 Off Rec, 11
 EVANS, HUGH, Trawsfynydd, Merioneth, Farmer Portmadoc Pet April 13 Off Rec, 13
 GAULTIER, FREDERICK, Tavistock rd, North Kensington, High Court Pet Mar 16 Off Rec, 13
 GIBSON, ANDREW, Bowes rd, New Southgate, Middx, Glass Merchant Edmonton Pet Mar 13 Off Rec, 12
 HAMPSON, JOHN, Croydon, Grocer Croydon Pet April 11 Off Rec, 11
 HARRIS, THOMAS, Hove, Sussex Brighton Pet Dec 18 Off Rec, 12
 HEWITT, THOMAS JAMES, King's Norton, Birmingham, Baker Birmingham Pet April 11 Off Rec, 11
 HOLTZMAN, SIMON, Holloway st, Commercial rd, Carman High Court Pet April 11 Off Rec, 11
 HUNT, WILLIAM THOMPSON, Stockport, Cheshire, Furniture Dealer Stockport Pet April 11 Off Rec, 11
 JEX, ARTHUR WILLIAM, Lowestoft Great Yarmouth Pet April 5 Off Rec, 11
 KING, EMERY, Biggleswade, Beds, Carpenter Bedford Pet April 11 Off Rec, 11
 LOWENSTEIN, SAMUEL, Charlotte st, Fitzroy sq High Court Pet Feb 7 Off Rec, 10
 LUSTGARTEN, ALBERT, Manchester, Salesman Salford Pet Mar 18 Off Rec, 15
 NEWTON, EDWIN THOMAS, Chatham, Cabinet Maker Rochester Pet April 12 Off Rec, 12
 OVERTON, JAMES, Woodhall Spa, Lincoln, Auctioneer Lincoln Pet April 12 Off Rec, 12
 PARKER, GEORGE, Horsham, Sussex, Painter Brighton Pet April 11 Off Rec, 11
 RAY, FRANCIS PEEK, and GERALD AMBROSE COURTNEY, 7, Cross in, Eastcheap, Tea Dealers High Court Pet Feb 5 Off Rec, 11
 RENNISON, HERBERT, Leeds, Cabinet Maker Leeds Pet April 13 Off Rec, 13
 RIDE, GEORGE EDWARD, Sheerness, Miller Rochester Pet April 13 Off Rec, 13
 SEABRIGHT, ARTHUR CHARLES, Pentwynmawr, nr Newbridge, Mon, Butcher Newport, Mon Pet April 12 Off Rec, 12
 SHARP, ERNEST THOMPSON, Shirley, Hampshire, Chemist's Manager Southampton Pet April 12 Off Rec, 12
 SHERWIN, HERBERT, Bradford, Draper Bradford Pet April 11 Off Rec, 11
 THORNTON, FRED, Bradford, Builder Bradford Pet April 3 Off Rec, 13
 TROUGHTON, JOHN, Lancaster, Tobaccoist Preston Pet April 12 Off Rec, 12
 TYSON, HENRY, Ludford Parva, Lincs, Cottager Lincoln Pet April 12 Off Rec, 12
 WALKER, HAROLD GEORGE, Ipswich, Motor Engineer Ipswich Pet Jan 27 Off Rec, 11
 WOOLFORD, JAMES GEORGE, Southover, Wells, Somerset Coal Merchant Wells Pet April 1 Off Rec, 12
 WRIGHT, EDWARD, Oldbury, Worcester Property Owner West Bromwich Pet Feb 14 Off Rec, 14

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